

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>INSTALL FENDER SYSTEM FFP FURNISH ALL LABOR, MATERIALS AND EQUIPMENT NECESSARY TO REMOVE THE EXISTING TIMBER CAMELS IN THE APPROACH CHANNEL AND REPLACE THEM WITH GOVERNMENT-OWNED MARINE FENDER UNITS (FENITEK SCN 1800 SUPER CONE FENDERS) AT THE STAMFORD HURRICANE BARRIER, STAMFORD, CONNECTICUT IN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS AND DRAWINGS</p> <p>WAGE DECISION NUMBER CT030001 (REV. 24), DATED 20 MAY 2005, ISSUED BY THE DEPARTMENT OF LABOR, IS ATTACHED AT THE END OF THE CONTRACT CLAUSES</p> <p>ANY RESULTANT PURCHASE ORDER WILL BE SUBJECT TO THE ATTACHED CONTRACT CLAUSES</p> <p>NOTE SECTION ENTITLED "DIVING OPERATIONS" IN SECTION D IF NEEDED</p> <p>NOTE CLAUSE NUMBER 252.204-7004, ALT A, "REQUIRED CENTRAL CONTRACTOR REGISTRATION". AN AWARD CANNOT BE MADE TO A CONTRACTOR WHO IS NOT REGISTERED. INFORMATION ON HOW TO REGISTER IS INCLUDED IN THE BID PACKAGE. REGISTRATION CAN BE DONE VIA THE INTERNET AT http://www.ccr.gov OR BY TELEPHONE AT 1-888-227-2423</p> <p>***NOTE*** CLAUSE NO. 52.228-13, "ALTERNATIVE PAYMENT PROTECTIONS". A PAYMENT BOND EQUAL TO 100% OF THE CONTRACT AMOUNT IS REQUIRED WITHIN 10 DAYS OF AWARD. (FEDERAL ACQUISITION REGULATIONS 28-102-1(b); 28-102-2(c) AND 28-102-3(b) PURCHASE REQUEST NUMBER: W13G86-5112-3929</p>	1	Lump Sum		

NET AMT

FOB: Destination

Section C - Descriptions and Specifications

STATEMENT OF WORK**REPLACEMENT OF CAMELS/INSTALL FENDER UNITS****U.S. ARMY CORPS OF ENGINEERS
STAMFORD HURRICANE BARRIER
STAMFORD, CONNECTICUT
STATEMENT OF WORK**

April 22, 2005

CEFMS #W13G8651123929**A. General Description of the Work to be Performed**

The work of this project involves: (1) removing the existing timber camels from the abutments and placing them at a designated storage area within the project site, and (2) replacing the camels with marine fender units (Fentek, SCN 1800 Super Cone Fenders) attached to the existing concrete abutments as specified and shown within these contract documents. The two timber camels shall be removed from the water and stored at an on-site location to be designated by the Contracting Officer's Representative. This work will include removing four 4"x 8"x 15' long vertical timber pieces and existing 3"x 3"x 6" steel angles currently attached to the concrete and shown on the contract drawings, removing two concrete filled camel anchorage pipes (one at either abutment), filling the abutment indentations with reinforced concrete from El. +7.5 to El. -3.4, and then attaching rubber cone fender units to the concrete abutment walls at the same location as the timber camels. Work is to be performed at a flood control project operated by the U.S. Army Corps of Engineers, New England District, Stamford Hurricane Barrier, Stamford, Connecticut. All work shall be performed in accordance with applicable Federal, State of Connecticut, and local rules, laws, and regulations, and in accordance with the U.S. Army Corps of Engineers Safety Manual, EM 385-1-1.

In the event that diving operations are necessary due to the Contractor's methods and/or operations, the procedures for "Diving Operations" described in Section D. Safety, shall be followed.

B. Existing Site Conditions

The fendering units will be attached to existing concrete abutments on each side of the navigation channel at the elevations shown on the drawings. Drawings, showing the fender unit configuration and other detail information, are attached. The Contractor shall verify all dimensions in the field prior to commencing work.

C. General Project Requirements

1. Contractor's Responsibility. The Contractor shall furnish all plant, labor, equipment and materials (unless otherwise noted) and carry out all operations as necessary to accomplish the work of this project as described in this document.

2. Commencement, Prosecution, and Completion of Work. The Contractor shall commence work under this contract within 15 days after the date of receipt of the Notice to Proceed, shall prosecute the work diligently employing ample personnel and sufficient equipment, and shall complete the entire work ready for use not later than 40 days after the date of receipt of the Notice to Proceed. The time stated for completion shall include final cleanup of the project site.

3. Additional Work. It is possible that during the performance of the work specified, the Contractor may require additional materials or revised procedures for installing the steel frame or mounting the fender units. When such discoveries are made they shall be inspected concurrently by the Contractor and Contracting Officer's Representative. The Contracting Officer's Representative will promptly make a determination of the action to be taken. Equitable adjustments to the contract will be made for additional work directed by the Contracting Officer's Representative.
4. Hours of Operation. Unless otherwise authorized in writing by the Contracting Officer's Representative, the project site will be available for construction activities between 7:00 a.m. and 4:30 p.m., Monday through Friday. In general, the Contractor shall plan his construction activities to avoid interference with operations of the hurricane barrier gate. In the event of flood control operations, the contractor will be given notice in advance and must be able to demobilize and remove all equipment, materials and personnel from the site to prevent interference with gate operations.
5. Preconstruction Conference. The Contracting Officer's Representative will conduct a preconstruction conference to inform the Contractor concerning safety, scheduling and other conditions of this contract. It is mandatory that this preconstruction conference be attended by the Contractor or his representative prior to beginning any work on the contract. Arrangements to set up the preconstruction conference shall be made by the Contractor by calling the Government Representative at the Hop Brook Lake Project Office (203) 729-8840, x 366.
6. Material Substitutions. This contract is based on the materials and methods as shown and as described in this document. The Contractor shall not substitute materials or methods unless such substitution has been specifically approved in writing by the Contracting Officer's Representative.
7. Quality Control. The Contractor shall establish a quality control system to perform sufficient inspection of all items of work, including that of any subcontractors, to ensure conformance to this document with respect to the materials, workmanship, construction, finish, and functional performance.
8. Utilities. Water, electricity, and sanitary facilities required for the prosecution of the work are not available. The Contractor shall employ methods to obtain these utilities.
9. Waste. The Contractor shall provide on-site containers for the collection of waste materials, debris, and rubbish. The Contractor shall clean the project site on a daily basis to prevent the accumulation of waste materials and rubbish resulting from construction activities. The Contractor shall transport all solid waste off of the project site and dispose of it in compliance with Federal, State, and local requirements for solid waste disposal. Upon completion of the construction work, the project site shall be returned to its prework condition.
10. Drawings. Drawings for the Stamford Hurricane Barrier Replacement of Camels project are attached at the end of this document. The Contractor shall make his own investigations of existing conditions in the field prior to the start of work. The Contractor shall be responsible for any errors, which may have been avoided by such investigations.
11. Damages. The Contractor shall exercise caution and follow sound construction practices in the conduct of the work to avoid construction-related damage to the existing abutments, gate arm, and existing fendering units.

12. Sequence of Work. In general, the work shall be performed in the following sequence: existing conditions verification (see below), material procurement, removal and on-site storage of existing camels, removal of vertical timbers attached to the abutment, removal of concrete filled pipes, installation of formwork and placement of reinforcing steel and concrete at two indentation locations (each of the two indentations shall be filled with concrete from El. +7.5 to El. -3.4), installation of new fender units, and project close-out.

Existing Conditions Verification: Prior to any concrete work or removal of timbers or concrete filled pipes, the Contractor shall verify that the vertical and horizontal alignment of the new fender units, as shown on the Contract drawings, will not interfere with gate operations (opening and closing). Based on this field verification, the final vertical alignment may differ slightly from that shown on the Contract drawings. The vertical alignment of the new fender units shall not be any lower than El. 0.00 nor higher than El. +0.50.

Note, the existing camels shall be removed from the water and stored on-site at location determined by the Contracting Officer's Representative. Contractor is advised that each camel weighs approximately 12-15 tons.

D. Safety

The Contractor shall comply with the pertinent provisions of the U.S. Army Corps of Engineers Safety and Health Requirements Manual (EM 385-1-1) dated 3 September 1996. Pertinent provisions are located in Sections 01.A.01 through 01.A.06, and 01.A.08 through 01.E.06, and in Sections 1, 2, 3, 5, 8, 9, 10, 14, 16, 19, and 30.

Copies of COE EM 385-1-1 may be ordered at a cost of \$31.00 each (Check or Money Order only) from the following address:

U.S. Government Printing Office (GPO)
Superintendent of Documents
PO Box 371954
Pittsburgh, PA 15250-7954
(GPO Stock Number for the manual is 0008-022-00-310-0)

The manual may be purchased by calling 202-512-1800 and using a credit card (Mastercard or Visa only). EM-385-1-1 may be viewed at the COE Technical Library, at 696 Virginia Road, Concord, MA 01742-2751. The Manual may also be viewed or downloaded free of charge via the Internet USACE Homepage (<http://www.usace.army.mil>). Follow the organizational link to the Safety and Occupational Health Office.

Prior to beginning each major phase of work, an Activity Hazard Analysis (AHA) shall be prepared by the Contractor performing that work. The AHA shall be in accordance with EM 385-1-1, Sections 01.A.09 and 01.A.10; the format of the AHA shall be in accordance with Figure 1-1. A major phase of work is defined as an operation involving a type of work presenting hazards not experienced in previous operations or where a new subcontractor or work crew is to perform. The analysis shall define all activities to be performed and identify the sequence of work, the specific hazards anticipated, and the control measures to be implemented to eliminate or reduce each hazard to an acceptable level. Work shall not proceed on that phase until the activity hazard analysis has been accepted by the Contracting Officer's Representative and a preparatory meeting has been conducted by the Contractor to discuss its contents with all engaged in the activities, including the Contractor, subcontractor(s), and the Contracting Officer's Representative. The activity hazard analyses shall be continuously reviewed and when appropriate modified to address changing site conditions or operations.

In accordance with EM 385-1-1, paragraph 01.B.03, at least once a month the Contractor shall conduct a safety meeting for all supervisors and foremen. Additionally, the foremen for all workers shall conduct at least one safety meeting per week. After each safety meeting, a safety meeting report shall be completed. A copy of a suggested weekly safety meeting form will be provided by the Contracting Officer's Representative.

The Contractor shall verbally report all injuries to the Contracting Officer's Representative within 24 hours in accordance with EM 385-1-1, Section 01.D.01b. The Contractor shall also submit written reports for all accidents to the Contracting Officer's Representative. A copy of a suggested accident report form will be provided by the Contracting Officer's Representative.

The Contractor shall provide the Contracting Officer's Representative with a copy of the Manufacturer's Safety Data Sheets for all hazardous and toxic materials brought onto the project site, in accordance with EM 385-1-1, Section 01.B.04c.

The Contractor shall submit to the Contracting Officer's Representative a current written safety inspection for all heavy equipment proposed for use on this contract. The Contractor, upon award of the contract, will be required to make available for suitability and safety compliance inspection all equipment he proposes to use to perform the work of this contract. Equipment shall be made available for inspection by the Government Representative five working days prior to the start of construction. Any additional equipment added during the prosecution of the work shall also be made available for inspection prior to its use on the project. The Contractor shall keep equipment available for inspection by the Contracting Officer's Representative during the construction process. Equipment not accepted by the Contracting Officer's Representative should be repaired or replaced by the Contractor.

Diving Operations:

Contractor Safe Practices Manual: The Contractor shall develop and maintain a safe practices manual. The safe practices manual shall contain all of the information required by 29 CFR 1910.420. This manual shall encompass the Contractor's entire diving program and be available at all times at the dive location to each dive team member and the Government representative. The safe practices manual shall include the items listed in paragraph 30.A.11 of COE EM 385-1-1, Section 30, and verification of dive team qualifications and experience. Verification of dive team qualifications and experience includes divers, diving supervisor, and tenders. Evidence that each dive team member has current certification in cardiopulmonary resuscitation (CPR) and first aid shall be submitted. A lack of experience or qualifications to perform the tasks stated in the scope of work will be cause for rejection or cessation of operations.

Site Specific Diving Operational Plans: A site specific diving operations plan shall be developed for each separate diving operation. This plan shall be submitted to the District Diving Coordinator for review and acceptance, prior to commencement of diving operations. The accepted plan shall be at the diving location at all times and be made available to the Government diving inspector upon request. As a minimum, the plan shall contain the information required by COE EM 385-1-1, Section 30, Paragraph 30.A.13. For medical requirements, see COE EM 385-1-1, Section 30, Paragraph 30.A.12.

Diving Inspection and Monitoring: All Contractor diving operations will be inspected or monitored by the New England District Diving Coordinator or a designated representative who holds a current Corps of Engineers diving inspection certification. Diving shall not be permitted unless a Corps of Engineers certified diving inspector is present on-site, unless the District Diving Coordinator has granted permission for off-site monitoring. Dive operation monitoring consists of occasional telephone contact with the Contractor's on-site

dive supervisor and occasional site inspections. Failure to adhere to these requirements will be considered a serious violation of this contract and cause for an immediate stop-work order issued by the Contracting Officer.

E. Materials.

1. FENDER UNITS

Fenders are Super Cone Fenders, SCN1800, manufactured by the Fentek Corporation, 3302 Craggy Oaks Court –Suite 102, Williamsburg, Virginia, 23188; 757-564-1780; Fax 757-564-1781; email fentekamericas@trelleborg.com, or approved equal. Fender units and components will be furnished by the government at no additional cost to the contractor. Units and components have been delivered and are presently stored at the project site. All attachment hardware shall be as specified by the fender manufacturer. The fender units shall be installed per the manufacturers recommendations.

2. REINFORCED CONCRETE

Concrete for filling the abutment indentations shall use Type II Portland cement and have a specified compressive strength (f'_c) of 4,000 psi at 28 days. The maximum nominal size coarse aggregate shall be 1 inch, in accordance with ACI 318. The slump shall be between 2 and 5 inches and the maximum water-cement ratio shall be 0.45.

All reinforcing steel shall be epoxy coated deformed bars conforming to ASTM A 615, Grade 60.

3. INJECTION ADHESIVE

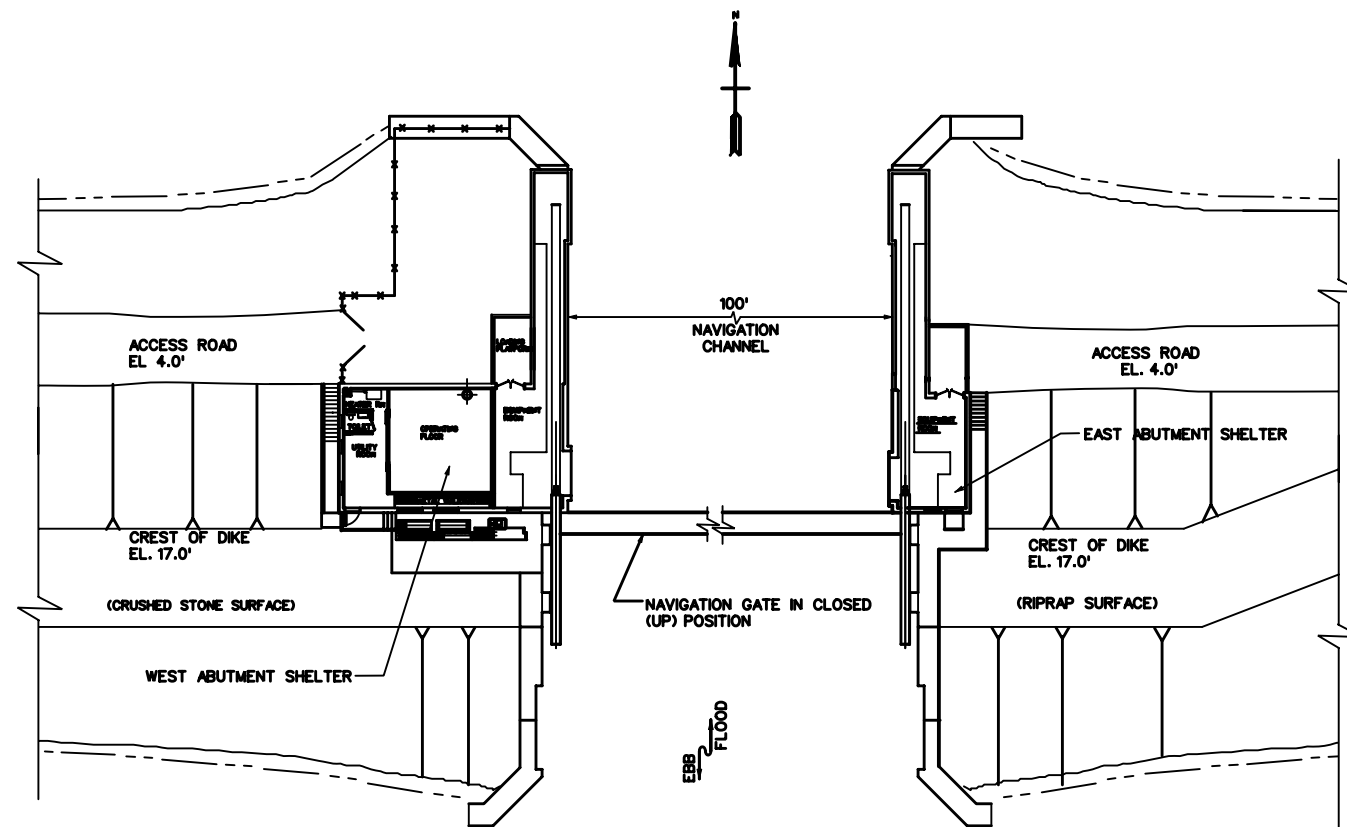
An injection adhesive anchor shall be used to fasten #3 rebars to the existing concrete at the two abutment indentations that require filling (see Contract Drawings). Hilti HY 150 Injection Adhesive Anchor system, or approved equal, shall be used to attach the #3 rebars to the existing concrete abutment within the indentations to be filled prior to placement of the new concrete. Number 3 rebars shall be attached at the intervals shown on the Contract Drawings.

F. Coordination.

Liaison with the Corps of Engineers, New England District, by the Contractor will be maintained for the duration of the project by communication with the Contracting Officer's Representative assigned to this project. All Contractor projects related questions, comments, clarifications, etc. shall be directed to the Contracting Officer's Representative for action.

G. Payment.

Payment will be made in full upon completion of work, which will be free of defects and deficiencies and completed to the satisfaction of the project manager and the Contracting Officer's Representative. Proper invoice reflecting total cost, work performed and contract number must be submitted to the Project Manager for payment.



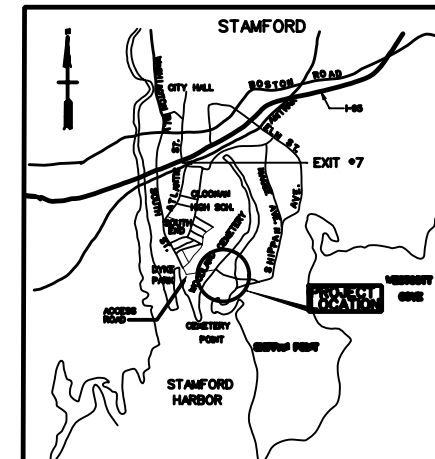
GENERAL PLAN
SCALE: 1" = 40'

GENERAL NOTES

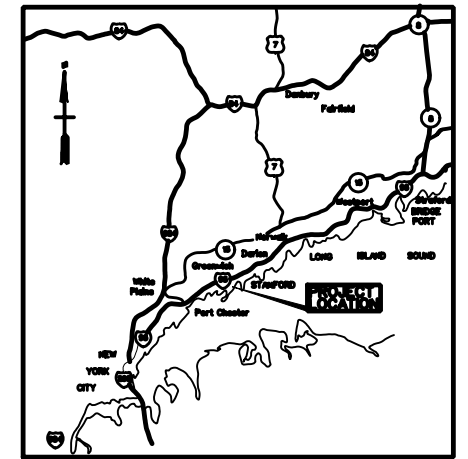
1. ALL ELEVATIONS REFERENCE THE DATUM OF MEAN SEA LEVEL.

ABBREVIATIONS

BIT	BITUMINOUS
CONC	CONCRETE
Ø, DIA.	DIAMETER
EXIST.	EXISTING
EL.	ELEVATION
MAX.	MAXIMUM
MSL	MEAN SEA LEVEL
MIN.	MINIMUM
NO.	NUMBER
PL	PLATE
VERT.	VERTICAL
TYP	TYPICAL
WT	WEIGHT, WIDE FLANGE "T" BEAM
W/	WITH
✓	FINISH TO 63 MICRO INCHES (10 ⁻⁶)
∠	ANGLE
GA	GAGE
GALV.	GALVANIZED
SS	STAINLESS STEEL



VICINITY MAP
SCALE: 1" = 400'



LOCATION MAP
SCALE: 1" = 400'

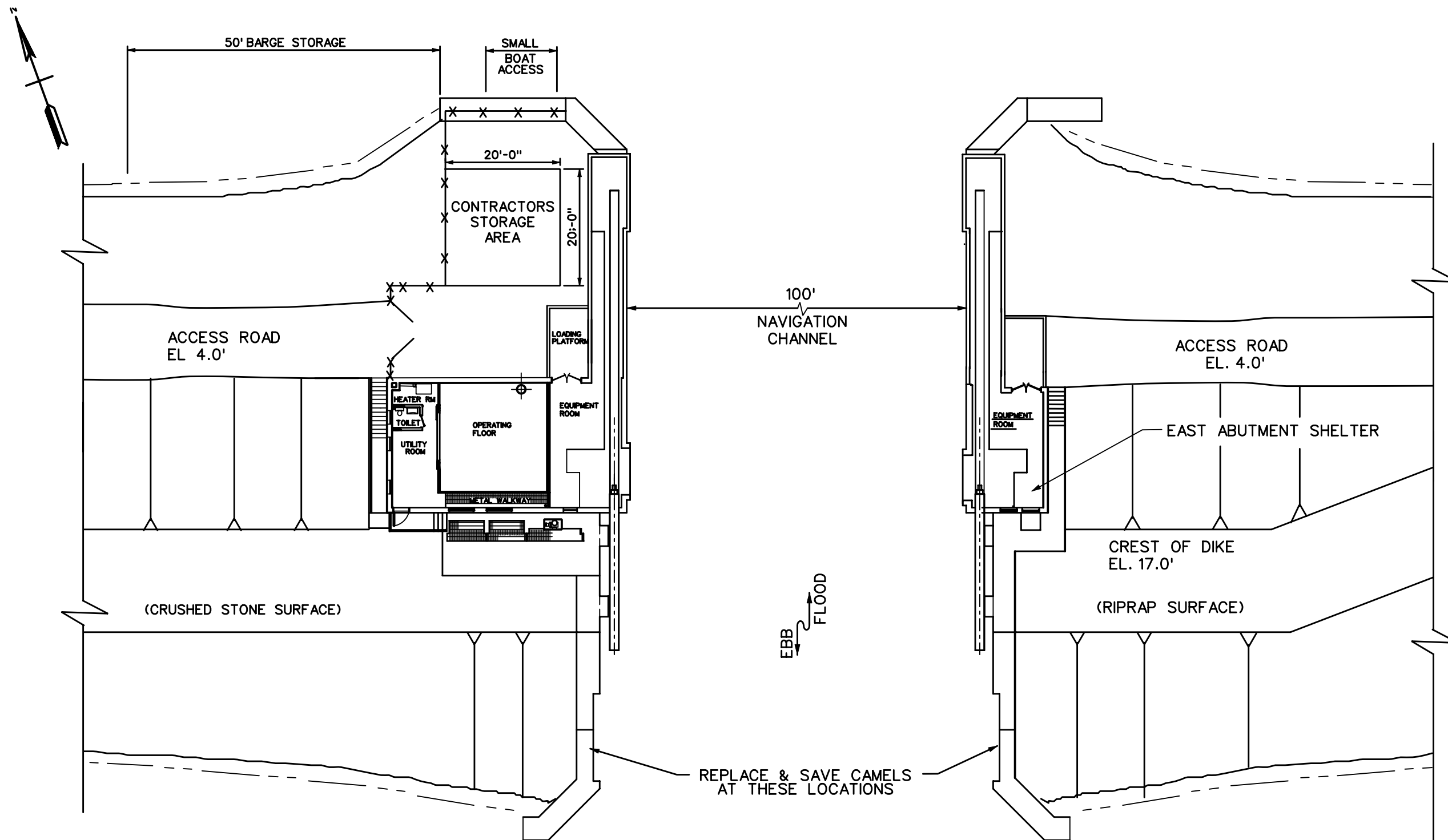
INDEX TO DRAWINGS

SHEET NO.	DRAWING NO.	TITLE
1	G-1	STA0001.S01 COVER SHEET, KEY PLAN, ABBREVIATIONS, AND INDEX
2	S-2	STAS101.S02 GENERAL PLAN
3	S-3	STAS102.S03 ANCHORAGE REPLACEMENT, DETAIL, DEMOLITION PLAN
4	S-4	STAS103.S04 ELEVATION AND LOCATION OF NEW CAMELS
5	S-5	STAS104.S05 CAMEL REPLACEMENT SECTIONS AND DETAILS

DEPARTMENT OF THE ARMY
NEW ENGLAND DISTRICT
CORPS OF ENGINEERS
CONCORD, MASSACHUSETTS

WATER RESOURCES DEVELOPMENT PROJECT
STAMFORD, CT.
STAMFORD HURRICANE BARRIER
CAMEL ANCHORAGE REPAIRS
GENERAL PLAN

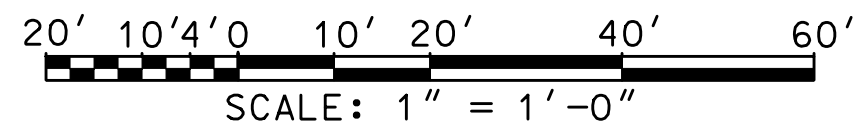
REFERENCE
NUMBER
G-1
SHEET 1 OF 5



GENERAL PLAN

SCALE: 1" = 20'-0"

GRAPHIC SCALE:

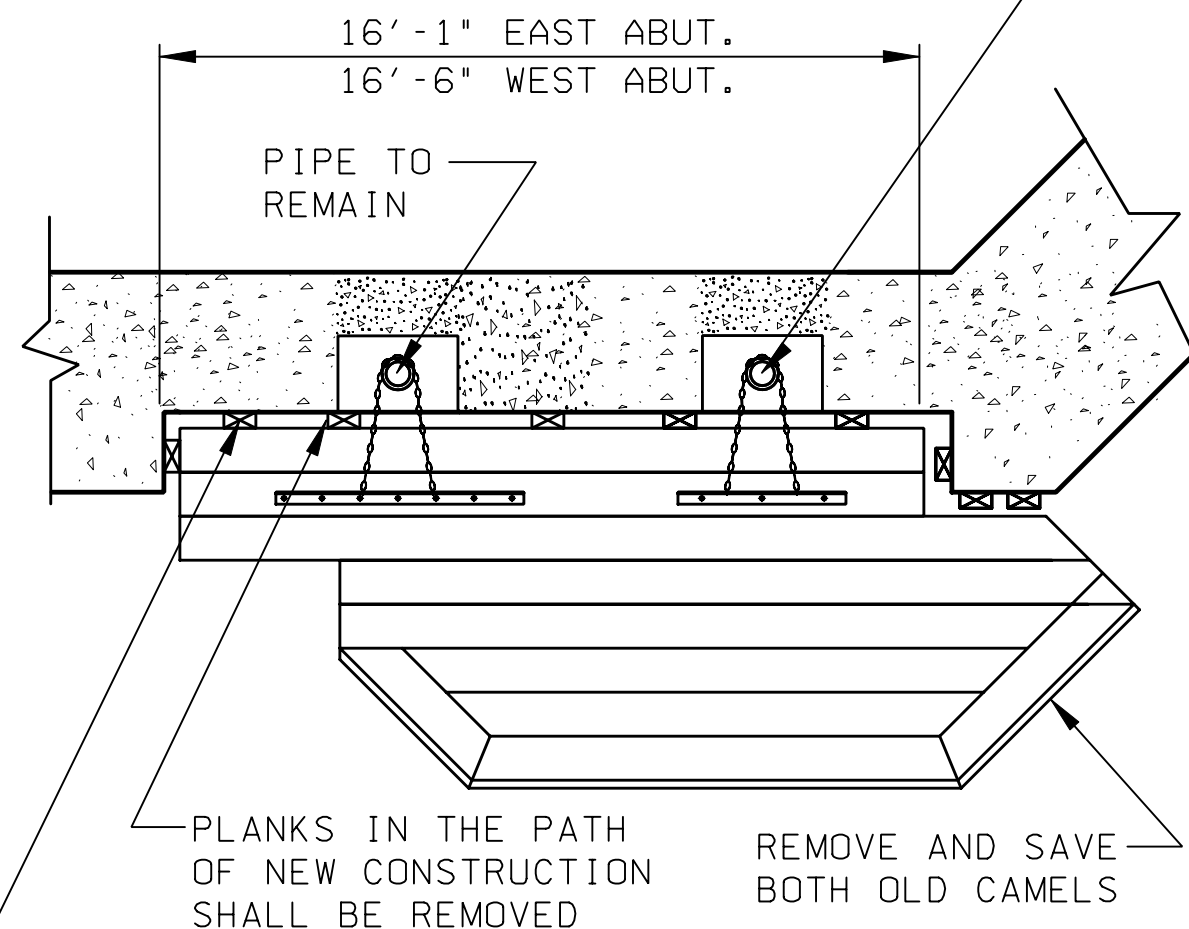


DEPARTMENT OF THE ARMY
NEW ENGLAND DISTRICT
CORPS OF ENGINEERS
CONCORD, MASSACHUSETTS

WATER RESOURCES DEVELOPMENT PROJECT
STAMFORD, CT.
STAMFORD HURRICANE BARRIER
CAMEL ANCHORAGE REPAIRS
GENERAL PLAN

REFERENCE
NUMBER
S-1
SHEET 2 OF 5

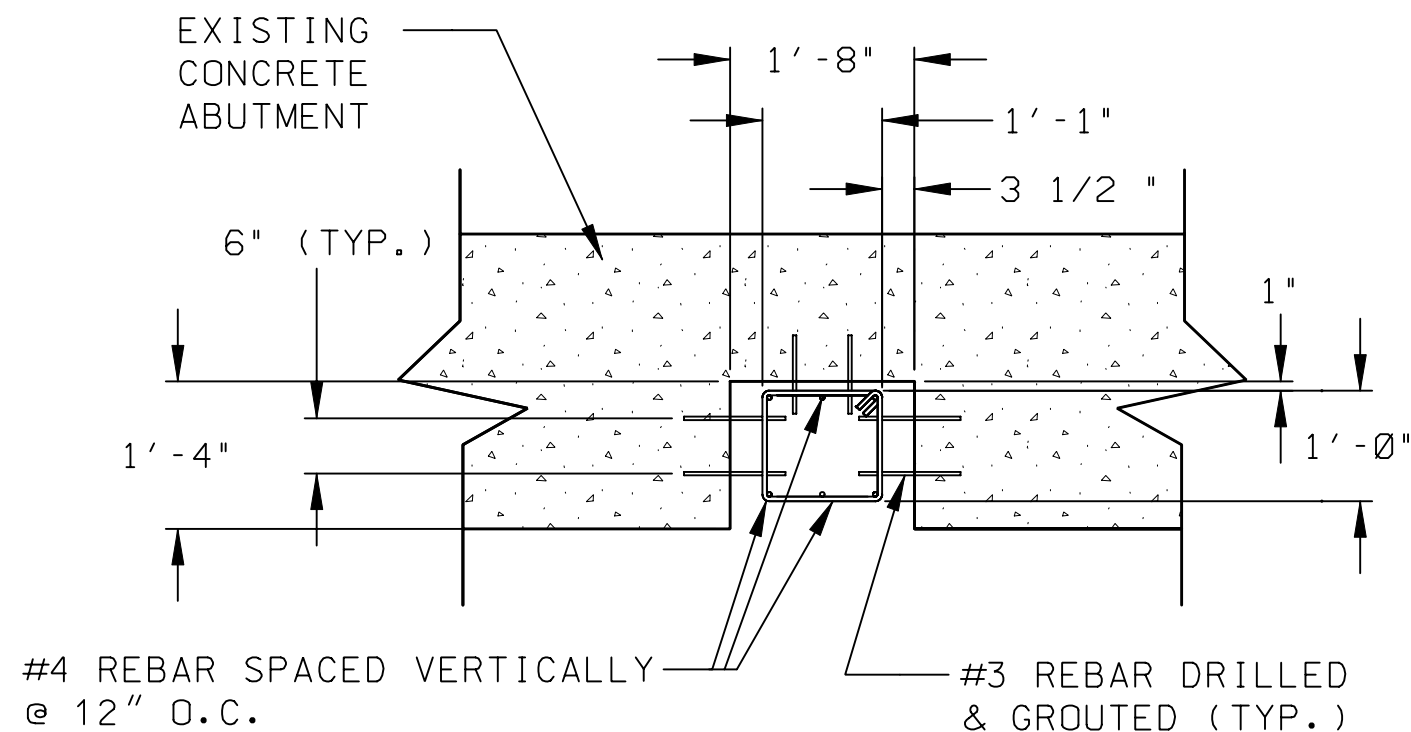
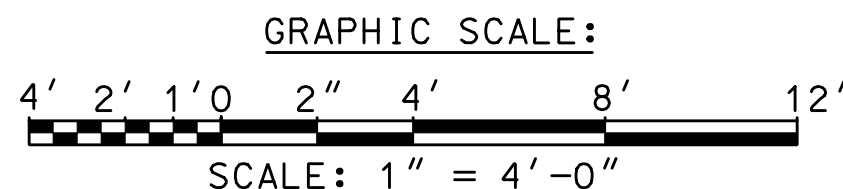
PIPE TO BE REMOVED & INDENTATION
FILLED WITH CONCRETE
- SEE INDENTATION DETAILS
(W. ABUT. SIMILAR BUT OPPOSITE HAND)
FROM EL. +7.5 TO EL. -3.4)



PART PLAN-EAST ABUTMENT AT CAMEL

SCALE: 1" = 4'-0"

WEST ABUT.
SIMILAR BUT
OPPOSITE HAND
EXCEPT AS NOTED.



INDENTATION DETAIL

SCALE: 1/2" = 1'-0"

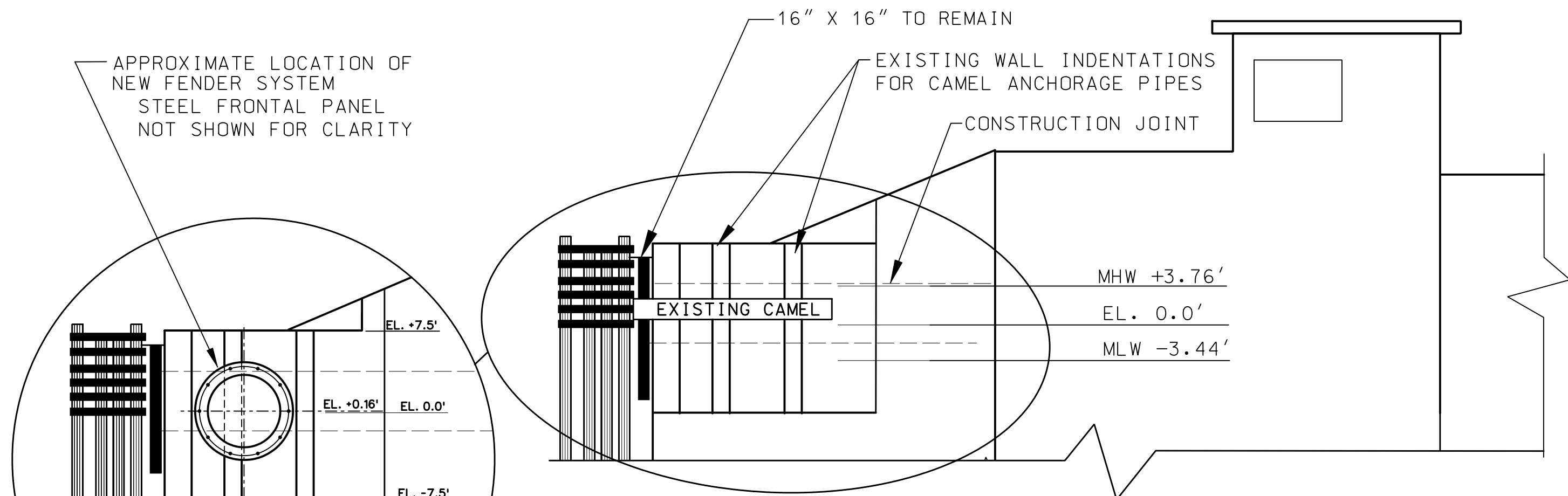
NOTES:

1. ALL REBAR SHALL BE EPOXY COATED AND HAVE A MINIMUM OF 3" COVER.
2. REBAR SHALL EXTEND VERTICALLY FROM EL.+7.5 TO EL.-3.4.
3. REBAR DRILLED INTO EXISTING ABUTMENT SHOULD HAVE A MINIMUM DEPTH OF EMBEDMENT OF 5".
4. THE EXISTING METAL PLATE AT EL.+7.5 AND THE CONCRETE FILLED METAL PIPE FROM EL.+7.5 TO EL.-7.5 SHALL BE REMOVED AND DISPOSED.

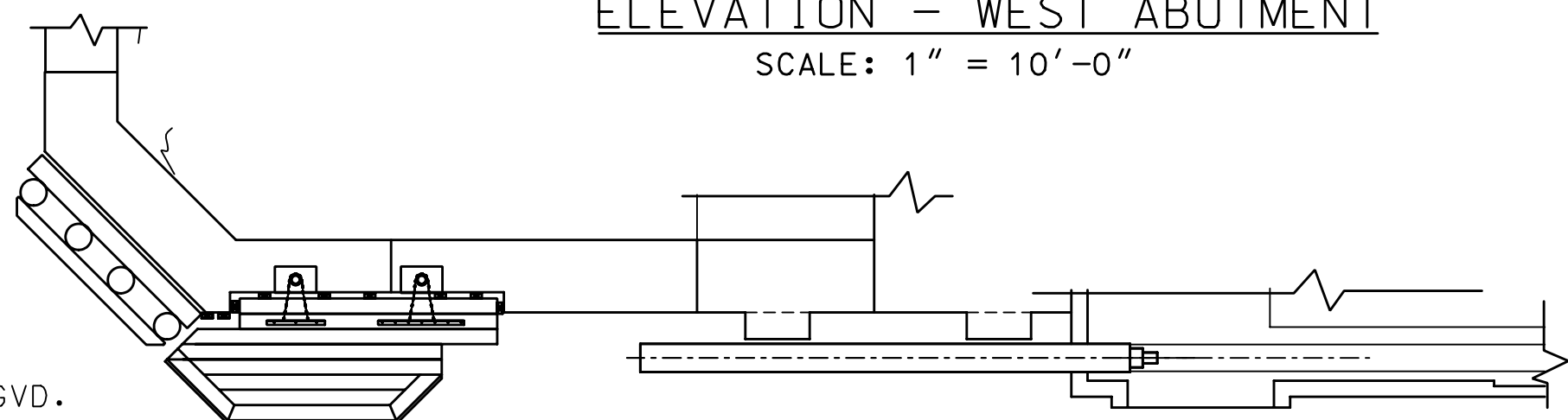
DEPARTMENT OF THE ARMY
NEW ENGLAND DISTRICT
CORPS OF ENGINEERS
CONCORD, MASSACHUSETTS

WATER RESOURCES DEVELOPMENT PROJECT
STAMFORD, CT.
STAMFORD HURRICANE BARRIER
CAMEL ANCHORAGE REPLACEMENT
DEMOLITION PLAN

REFERENCE
NUMBER
S-2
SHEET 3 OF 5

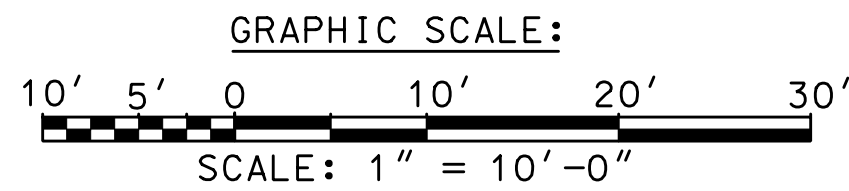


ELEVATION – WEST ABUTMENT
SCALE: 1" = 10'-0"



PLAN VIEW – WEST ABUTMENT
SCALE: 1" = 10'-0"
EAST ABUT. SIMILAR
BUT OPPOSITE HAND

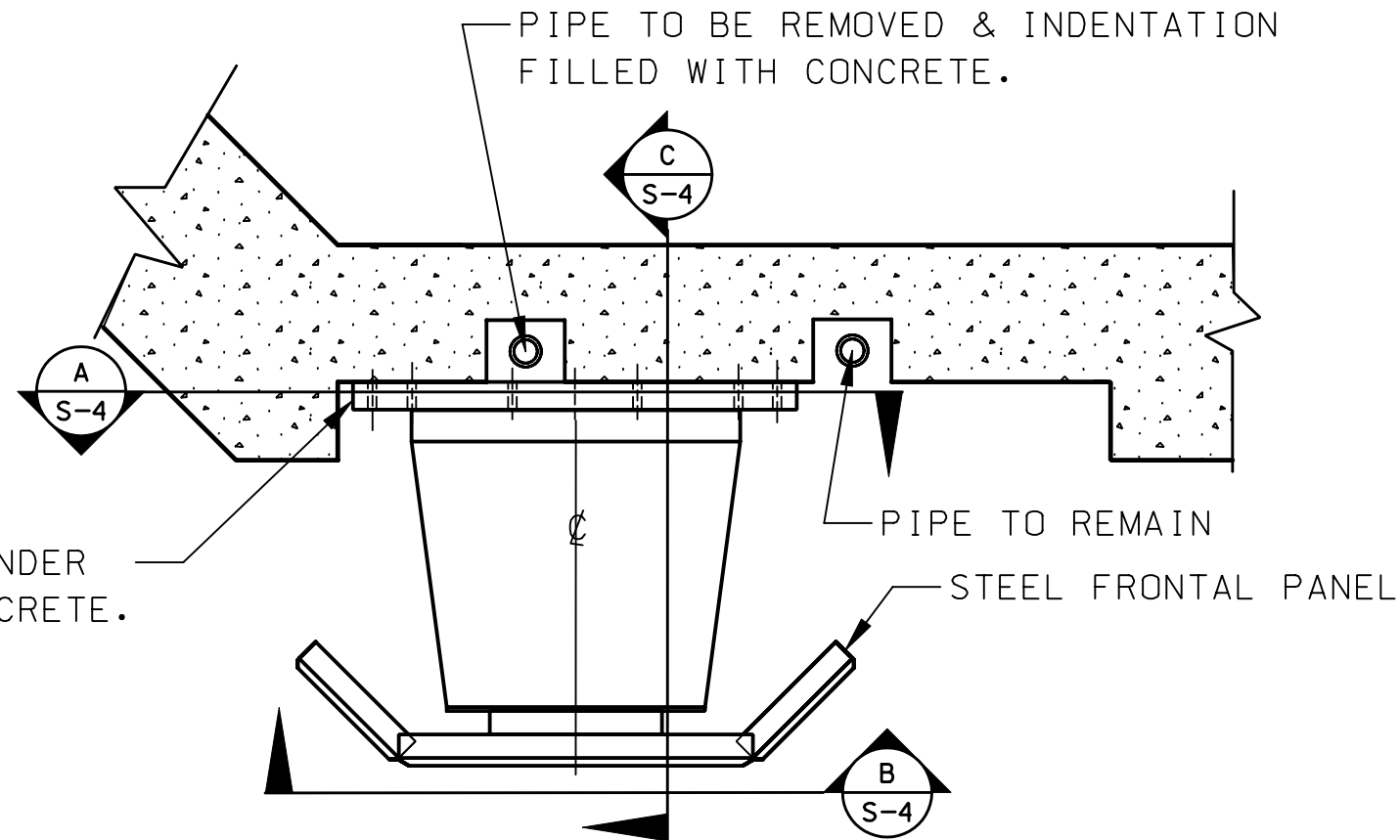
NOTE: CENTER/LINE OF NEW FENDER UNITS SHALL BE ALIGNED VERTICALLY AT EL. +0.16' NGVD. PRIOR TO ATTACHMENT OF THE NEW FENDER UNITS, THE CONTRACTOR SHALL VERIFY THAT THE VERTICAL & HORIZONTAL ALIGNMENT WILL NOT INTERFERE WITH GATE OPERATIONS.



DEPARTMENT OF THE ARMY NEW ENGLAND DISTRICT CORPS OF ENGINEERS CONCORD, MASSACHUSETTS	WATER RESOURCES DEVELOPMENT PROJECT STAMFORD, CT. STAMFORD HURRICANE BARRIER ELEVATIONS AND LOCATIONS OF NEW CAMELS	REFERENCE NUMBER S-3 SHEET 4 OF 5
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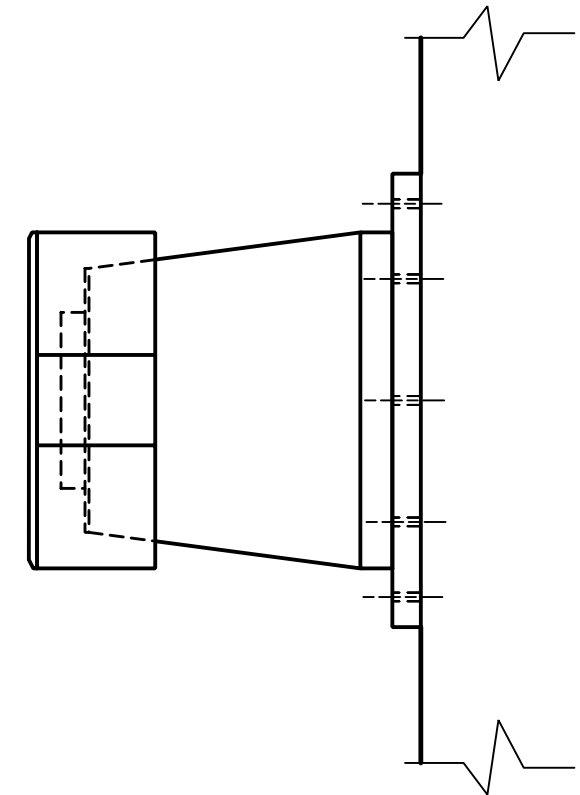
EAST ABUT.
SIMILAR BUT
OPPOSITE HAND
EXCEPT AS NOTED.

ALIGN EDGE OF FENDER
WITH EDGE IN CONCRETE.



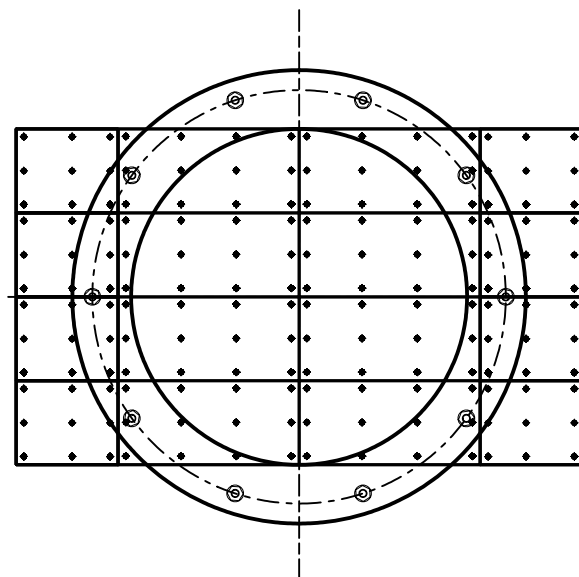
PLAN VIEW

SCALE: $\frac{1}{4}'' = 1' - 0''$



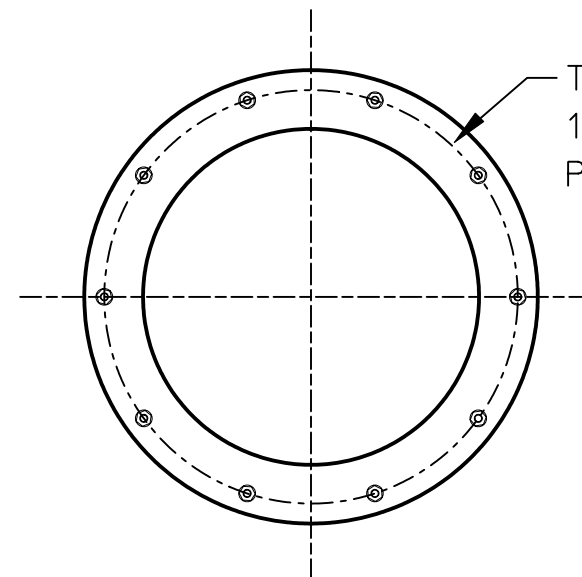
SECTION C

SCALE: $\frac{1}{4}'' = 1' - 0''$



VIEW B

SCALE: $\frac{1}{4}'' = 1' - 0''$

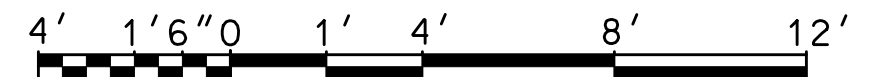


SECTION A

SCALE: $\frac{1}{4}'' = 1' - 0''$

TYPICAL FEN TEK
10 BOLT HOLE
PATTERN

GRAPHIC SCALE:



SCALE: $\frac{1}{4}'' = 1' - 0''$

DEPARTMENT OF THE ARMY
NEW ENGLAND DISTRICT
CORPS OF ENGINEERS
CONCORD, MASSACHUSETTS

WATER RESOURCES DEVELOPMENT PROJECT
STAMFORD, CT.
STAMFORD HURRICANE BARRIER
CAMEL REPLACEMENT
SECTIONS AND DETAILS

REFERENCE
NUMBER

S-4

SHEET 5 OF 5

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	29-JUL-2005	1	STAMFORD HURRICANE BARRIER PO BOX 396 DYKE LANE STAMFORD CT 06904-0394 FOB: Destination	E6M0860

Section G - Contract Administration Data

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JAN 2005
52.222-6	Davis Bacon Act	FEB 1995
52.222-7	Withholding of Funds	FEB 1988
52.222-8	Payrolls and Basic Records	FEB 1988
52.222-9	Apprentices and Trainees	FEB 1988
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	FEB 1988
52.222-12	Contract Termination-Debarment	FEB 1988
52.222-13	Compliance with Davis-Bacon and Related Act Regulations.	FEB 1988
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	FEB 1988
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-27	Affirmative Action Compliance Requirements for Construction	FEB 1999
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.225-10	Notice of Buy American Act Requirement--Construction Materials	MAY 2002
52.225-12	Notice of Buy American Act Requirement - Construction Materials Under Trade Agreements	JAN 2005
52.232-5	Payments under Fixed-Price Construction Contracts	SEP 2002
52.232-23	Assignment Of Claims	JAN 1986
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-14	Availability and Use of Utility Services	APR 1984
52.236-26	Preconstruction Conference	FEB 1995
52.242-14	Suspension of Work	APR 1984
52.242-15	Stop-Work Order	AUG 1989
52.246-1	Contractor Inspection Requirements	APR 1984
52.249-1	Termination For Convenience Of The Government (Fixed Price) (Short Form)	APR 1984
52.249-10	Default (Fixed-Price Construction)	APR 1984
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

- ___ Corporate entity (tax-exempt);
- ___ Government entity (Federal, State, or local);
- ___ Foreign government;
- ___ International organization per 26 CFR 1.6049-4;
- ___ Other-----

(f) Common parent.

___ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

___ Name and TIN of common parent:

Name-----

TIN-----

(End of provision)

52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (OCT 2003)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

- (vi) Date the company was started.
 - (vii) Number of employees at your location.
 - (viii) Chief executive officer/key manager.
 - (ix) Line of business (industry).
 - (x) Company Headquarters name and address (reporting relationship within your entity).
- (End of provision)

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within **10** calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than **.29 July 2005** * The time stated for completion shall include final cleanup of the premises.

*The Contracting Officer shall specify either a number of days after the date the contractor receives the notice to proceed, or a calendar date.

(End of clause)

52.213-4 TERMS AND CONDITIONS--SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (APR 2005)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

- (i) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (ii) 52.222-21, Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246).
- (iii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).
- (iv) 52.225-13, Restrictions on Certain Foreign Purchases (MAR 2005) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (v) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
- (vi) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(2) Listed below are additional clauses that apply:

(i) 52.232-1, Payments (Apr 1984).

(ii) 52.232-8, Discounts for Prompt Payment (Feb 2002).

(iii) 52.232-11, Extras (Apr 1984).

(iv) 52.232-25, Prompt Payment (Oct 2003).

(v) 52.233-1, Disputes (Jul 2002).

(vi) 52.244-6, Subcontracts for Commercial Items (Jul 2004).

(vii) 52.253-1, Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jun 2004) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)

(ii) 52.222-20, Walsh-Healey Public Contracts Act (DEC 1996) (41 U.S.C. 35-45) (Applies to supply contracts over \$10,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212) (Applies to contracts of \$25,000 or more).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793) (Applies to contracts over \$10,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, United States includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.).

(v) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212) (Applies to contracts over \$25,000).

(vi) 52.222-41, Service Contract Act, As Amended (May 1989) (41 U.S.C. 351, et seq.) (Applies to service contracts over \$2,500 that are subject to the Service Contract Act and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer continental shelf lands.).

(vii) 52.223-5, Pollution Prevention and Right-to-Know Information (Aug 2003) (E.O. 13148) (Applies to services performed on Federal facilities).

(viii) 52.225-1, Buy American Act--Supplies (June 2003) (41 U.S.C. 10a-10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the **acquisition--**

(A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000.)

(ix) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (May 1999). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)

(x) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (Oct 2003). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)

(xi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241). (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d).))

(2) Listed below are additional clauses that may apply:

(i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JAN 2005) (Applies to contracts over \$25,000).

(ii) 52.211-17, Delivery of Excess Quantities (SEPT 1989) (Applies to fixed-price supplies).

(iii) 52.247-29, F.o.b. Origin (JUN 1988) (Applies to supplies if delivery is f.o.b. origin).

(iv) 52.247-34, F.o.b. Destination (NOV 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) FAR 52.252-2, Clauses Incorporated by Reference (FEB 1998). This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

<http://farsite.hill.af.mil>

<http://www.dtic.mil/dfars>

(Insert one or more Internet addresses)

(d) Inspection/Acceptance. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights--

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all

reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(End of clause)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 237990 (insert NAICS code).

(2) The small business size standard is \$28,500,000
(insert size standard).

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(6) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.219-19 SMALL BUSINESS CONCERN REPRESENTATION FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (OCT 2000)

(a) Definition.

"Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the North American Industry Classification System (NAICS) code assigned to a contracting opportunity.

(b) [Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.] The Offeror [] is, [] is not an emerging small business.

(c) (Complete only if the Offeror is a small business or an emerging small business, indicating its size range.)

Offeror's number of employees for the past 12 months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following.)

No. of Employees Avg. Annual Gross Revenues

____ 50 or fewer ____ \$1 million or less

____ 51 - 100 ____ \$1,000,001 - \$2 million

____ 101 - 250 ____ \$2,000,001 - \$3.5 million

_____ 251 - 500 _____ \$3,500,001 - \$5 million
 _____ 501 - 750 _____ \$5,000,001 - \$10 million
 _____ 751 - 1,000 _____ \$10,000,001 - \$17 million
 _____ Over 1,000 _____ Over \$17 million

(End of provision)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

- (a) () It has, () has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) () It has, () has not, filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

- (a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.
- (b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation for each trade	Goals for female participation for each trade
10.2%	6.9%

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

- (c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and

(3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the --

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is Connecticut State, Fairfield County, Stamford City

[Contracting Officer shall insert description of the geographical areas where the contract is to be performed, giving the State, county, and city].

(End of provision)

52.227-5001 PARTICIPATION OF FOREIGN NATIONALS IN USACE CONTRACTS

All contractor employees (U.S. Citizens and Non-U.S. Citizens) working under this contract who require access to Automated Information Systems (AIS), (stand alone computers, network computers/systems, email) shall, at a minimum, be designated into an ADP-III position (non sensitive) in accordance with DoD 5220-22-R, Industrial Security Regulation. The investigative requirements for an ADP – III position are favorable National Agency Check (NAC), SF-85P, Public Trust Position. The contractor shall have each applicable employee complete a SF-85P and submit to the U.S. Army Engineer District, New England, 696 Virginia Road, Concord, MA 01742-2751, Security Officer, within three (3) working days after award of any contract or task order, and shall be submitted prior to the individual being permitted to access AIS. Contractors that have a commercial or government entity (CAGE) Code and Facility Security Clearance through the Defense Security Service shall process the NAC's and forward visit requests/results of NAC to the U.S. Army Engineer District, New England, 696 Virginia Road, Concord, MA 01742-2751 – Security Officer. For those contractors that do not have a Cage Code or Facility Security Clearance, the U.S. Army Engineer District, New England – Bldg 1, 696 Virginia Road, Concord, MA 01742-2751, Security Officer will process the investigation in coordination with the Contractor and contract employees.

In accordance with Engineering Regulation, ER-380-1-18, Section 4, foreign nationals who work on Corps of Engineers' contracts or task orders shall be approved by HQUSACE Foreign Disclosure Officer or higher before beginning work on the contract/task order. This regulation includes subcontractor employees. (NOTE: exceptions to the above requirement include foreign nationals who perform janitorial and/or grounds maintenance services.) The contractor shall submit to the U.S. Army Engineer District, New England, Contracting Division, the names of

all foreign nationals proposed for performance under this contract/task order, along with documentation to verify that he/she was legally admitted into the United States and has authority to work and/or go to school in the US. Such documentation may include a U.S. Passport, Certificate of U.S. Citizenship (INS Form N-560 or N-561), Certificate of Naturalization (INS Form N-550 or N-570), foreign passport with I-551 stamp or attached INS Form I-94 indicating employment authorization, Alien Registration Receipt Card with photograph (INS Form I-151 or I-551), Temporary Resident Card (INS Form I-688), Employment Authorization Card (INS Form I-688A), Reentry Permit (INS Form I-327), Refugee Travel Document (INS Form I-571), Employment Authorization Document issued by INS which contains a photograph (INS Form I-688B).

52.228-13 ALTERNATIVE PAYMENT PROTECTIONS (JULY 2000)

(a) The Contractor shall submit one of the following payment protections:

Payment Bond
Irrevocable Letter of Credit

(b) The amount of the payment protection shall be 100 percent of the contract price.

(c) The submission of the payment protection is required within 10 days of contract award.

(d) The payment protection shall provide protection for the full contract performance period plus a one-year period.

(e) Except for escrow agreements and payment bonds, which provide their own protection procedures, the Contracting Officer is authorized to access funds under the payment protection when it has been alleged in writing by a supplier of labor or material that a nonpayment has occurred, and to withhold such funds pending resolution by administrative or judicial proceedings or mutual agreement of the parties.

(f) When a tripartite escrow agreement is used, the Contractor shall utilize only suppliers of labor and material that signed the escrow agreement.

(End of clause)

52.228-14 IRREVOCABLE LETTER OF CREDIT (DEC 1999)

(a) "Irrevocable letter of credit" (ILC), as used in this clause, means a written commitment by a federally insured financial institution to pay all or part of a stated amount of money, until the expiration date of the letter, upon presentation by the Government (the beneficiary) of a written demand therefor. Neither the financial institution nor the offeror/Contractor can revoke or condition the letter of credit.

(b) If the offeror intends to use an ILC in lieu of a bid bond, or to secure other types of bonds such as performance and payment bonds, the letter of credit and letter of confirmation formats in paragraphs (e) and (f) of this clause shall be used.

(c) The letter of credit shall be irrevocable, shall require presentation of no document other than a written demand and the ILC (including confirming letter, if any), shall be issued/confirmed by an acceptable federally insured financial institution as provided in paragraph (d) of this clause, and--

(1) If used as a bid guarantee, the ILC shall expire no earlier than 60 days after the close of the bid acceptance period;

(2) If used as an alternative to corporate or individual sureties as security for a performance or payment bond, the offeror/Contractor may submit an ILC with an initial expiration date estimated to cover the entire period for which financial security is required or may submit an ILC with an initial expiration date that is a minimum period of one year from the date of issuance. The ILC shall provide that, unless the issuer provides the beneficiary written notice of non-renewal at least 60 days in advance of the current expiration date, the ILC is automatically extended without amendment for one year from the expiration date, or any future expiration date, until the period of required coverage is completed and the Contracting Officer provides the financial institution with a written statement waiving the right to payment. The period of required coverage shall be:

(i) For contracts subject to the Miller Act, the later of--

(A) One year following the expected date of final payment;

(B) For performance bonds only, until completion of any warranty period; or

(C) For payment bonds only, until resolution of all claims filed against the payment bond during the one-year period following final payment.

(ii) For contracts not subject to the Miller Act, the later of--

(A) 90 days following final payment; or

(B) For performance bonds only, until completion of any warranty period.

(d) Only federally insured financial institutions rated investment grade or higher shall issue or confirm the ILC. The offeror/Contractor shall provide the Contracting Officer a credit rating that indicates the financial institution has the required rating(s) as of the date of issuance of the ILC. Unless the financial institution issuing the ILC had letter of credit business of less than \$25 million in the past year, ILCs over \$5 million must be confirmed by another acceptable financial institution that had letter of credit business of less than \$25 million in the past year.

(e) The following format shall be used by the issuing financial institution to create an ILC:

[Issuing Financial Institution's Letterhead or Name and Address]

Issue Date _____

IRREVOCABLE LETTER OF CREDIT NO. _____

Account party's name _____

Account party's address _____

For Solicitation No. _____ (for reference only)

TO: [U.S. Government agency]

[U.S. Government agency's address]

1. We hereby establish this irrevocable and transferable Letter of Credit in your favor for one or more drawings up to United States \$_____. This Letter of Credit is payable at [issuing financial institution's and, if any, confirming financial institution's] office at [issuing financial institution's address and, if any, confirming financial institution's address] and expires with our close of business on _____, or any automatically extended expiration date.
2. We hereby undertake to honor your or the transferee's sight draft(s) drawn on the issuing or, if any, the confirming financial institution, for all or any part of this credit if presented with this Letter of Credit and confirmation, if any, at the office specified in paragraph 1 of this Letter of Credit on or before the expiration date or any automatically extended expiration date.
3. [This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered.] It is a condition of this Letter of Credit that it is deemed to be automatically extended without amendment for one year from the expiration date hereof, or any future expiration date, unless at least 60 days prior to any expiration date, we notify you or the transferee by registered mail, or other receipted means of delivery, that we elect not to consider this Letter of Credit renewed for any such additional period. At the time we notify you, we also agree to notify the account party (and confirming financial institution, if any) by the same means of delivery.
4. This Letter of Credit is transferable. Transfers and assignments of proceeds are to be effected without charge to either the beneficiary or the transferee/assignee of proceeds. Such transfer or assignment shall be only at the written direction of the Government (the beneficiary) in a form satisfactory to the issuing financial institution and the confirming financial institution, if any.
5. This Letter of Credit is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, 1993 Revision, International Chamber of Commerce Publication No. 500, and to the extent not inconsistent therewith, to the laws of _____ [state of confirming financial institution, if any, otherwise state of issuing financial institution].
6. If this credit expires during an interruption of business of this financial institution as described in Article 17 of the UCP, the financial institution specifically agrees to effect payment if this credit is drawn against within 30 days after the resumption of our business.

Sincerely,

[Issuing financial institution]

(f) The following format shall be used by the financial institution to confirm an ILC:

[Confirming Financial Institution's Letterhead or Name and Address]

(Date) _____

Our Letter of Credit Advice Number _____

Beneficiary: _____ [U.S. Government agency]

Issuing Financial Institution: _____

Issuing Financial Institution's LC No.: _____

Gentlemen:

1. We hereby confirm the above indicated Letter of Credit, the original of which is attached, issued by _____ [name of issuing financial institution] for drawings of up to United States dollars _____/U.S. \$_____ and expiring with our close of business on _____ [the expiration date], or any automatically extended expiration date.

2. Draft(s) drawn under the Letter of Credit and this Confirmation are payable at our office located at _____.

3. We hereby undertake to honor sight draft(s) drawn under and presented with the Letter of Credit and this Confirmation at our offices as specified herein.

4. [This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered.] It is a condition of this confirmation that it be deemed automatically extended without amendment for one year from the expiration date hereof, or any automatically extended expiration date, unless:

(a) At least 60 days prior to any such expiration date, we shall notify the Contracting Officer, or the transferee and the issuing financial institution, by registered mail or other receipted means of delivery, that we elect not to consider this confirmation extended for any such additional period; or

(b) The issuing financial institution shall have exercised its right to notify you or the transferee, the account party, and ourselves, of its election not to extend the expiration date of the Letter of Credit.

5. This confirmation is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, 1993 Revision, International Chamber of Commerce Publication No. 500, and to the extent not inconsistent therewith, to the laws of _____ [state of confirming financial institution].

6. If this confirmation expires during an interruption of business of this financial institution as described in Article 17 of the UCP, we specifically agree to effect payment if this credit is drawn against within 30 days after the resumption of our business.

Sincerely,

[Confirming financial institution]

(g) The following format shall be used by the Contracting Officer for a sight draft to draw on the Letter of Credit:

SIGHT DRAFT

[City, State]

(Date) _____

[Name and address of financial institution]

Pay to the order of _____ [Beneficiary Agency] _____ the sum of United States \$_____. This draft is drawn under Irrevocable Letter of Credit No.

 [Beneficiary Agency]

By: _____

(End of clause)

52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (OCT 2003)

Notwithstanding any other payment terms in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(3) concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--(1) Types of invoice payments. For purposes of this clause, there are several types of invoice payments that may occur under this contract, as follows:

(i) Progress payments, if provided for elsewhere in this contract, based on Contracting Officer approval of the estimated amount and value of work or services performed, including payments for reaching milestones in any project.

(A) The due date for making such payments is 14 days after the designated billing office receives a proper payment request. If the designated billing office fails to annotate the payment request with the actual date of receipt at the time of receipt, the payment due date is the 14th day after the date of the Contractor's payment request, provided the designated billing office receives a proper payment request and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(B) The due date for payment of any amounts retained by the Contracting Officer in accordance with the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, is as specified in the contract or, if not specified, 30 days after approval by the Contracting Officer for release to the Contractor.

(ii) Final payments based on completion and acceptance of all work and presentation of release of all claims against the Government arising by virtue of the contract, and payments for partial deliveries that have been accepted by the Government (e.g., each separate building, public work, or other division of the contract for which the price is stated separately in the contract).

(A) The due date for making such payments is the later of the following two events:

(1) The 30th day after the designated billing office receives a proper invoice from the Contractor.

(2) The 30th day after Government acceptance of the work or services completed by the Contractor. For a final invoice when the payment amount is subject to contract settlement actions (e.g., release of claims), acceptance is deemed to occur on the effective date of the contract settlement.

(B) If the designated billing office fails to annotate the invoice with the date of actual receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the

designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(2)(i) through (a)(2)(xi) of this clause. If the invoice does not comply with these requirements, the designated billing office must return it within 7 days after receipt, with the reasons why it is not a proper invoice. When computing any interest penalty owed the Contractor, the Government will take into account if the Government notifies the Contractor of an improper invoice in an untimely manner.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of mailing or transmission.)

(iii) Contract number or other authorization for work or services performed (including order number and contract line item number).

(iv) Description of work or services performed.

(v) Delivery and payment terms (e.g., discount for prompt payment terms).

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) For payments described in paragraph (a)(1)(i) of this clause, substantiation of the amounts requested and certification in accordance with the requirements of the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts.

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(xi) Any other information or documentation required by the contract.

(3) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(3)(i) through (a)(3)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal

holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment and there was no disagreement over quantity, quality, Contractor compliance with any contract term or condition, or requested progress payment amount.

(iii) In the case of a final invoice for any balance of funds due the Contractor for work or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(4) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor for payments described in paragraph (a)(1)(ii) of this clause, Government acceptance or approval is deemed to occur constructively on the 7th day after the Contractor has completed the work or services in accordance with the terms and conditions of the contract. If actual acceptance or approval occurs within the constructive acceptance or approval period, the Government will base the determination of an interest penalty on the actual date of acceptance or approval. Constructive acceptance or constructive approval requirements do not apply if there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. These requirements also do not compel Government officials to accept work or services, approve Contractor estimates, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes, and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(5) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(6) Additional interest penalty. (i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(6)(ii) of this clause, postmarked not later than 40 days after the date the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest was due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(b) Contract financing payments. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Subcontract clause requirements. The Contractor shall include in each subcontract for property or services (including a material supplier) for the purpose of performing this contract the following:

(1) Prompt payment for subcontractors. A payment clause that obligates the Contractor to pay the subcontractor for satisfactory performance under its subcontract not later than 7 days from receipt of payment out of such amounts as are paid to the Contractor under this contract.

(2) Interest for subcontractors. An interest penalty clause that obligates the Contractor to pay to the subcontractor an interest penalty for each payment not made in accordance with the payment clause--

(i) For the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and

(ii) Computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(3) Subcontractor clause flowdown. A clause requiring each subcontractor to use:

(i) Include a payment clause and an interest penalty clause conforming to the standards set forth in paragraphs (c)(1) and (c)(2) of this clause in each of its subcontracts; and

(ii) Require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.

(d) Subcontract clause interpretation. The clauses required by paragraph (c) of this clause shall not be construed to impair the right of the Contractor or a subcontractor at any tier to negotiate, and to include in their subcontract, provisions that--

(1) Retainage permitted. Permit the Contractor or a subcontractor to retain (without cause) a specified percentage of each progress payment otherwise due to a subcontractor for satisfactory performance under the subcontract without incurring any obligation to pay a late payment interest penalty, in accordance with terms and conditions agreed to by the parties to the subcontract, giving such recognition as the parties deem appropriate to the ability of a subcontractor to furnish a performance bond and a payment bond;

(2) Withholding permitted. Permit the Contractor or subcontractor to make a determination that part or all of the subcontractor's request for payment may be withheld in accordance with the subcontract agreement; and

(3) Withholding requirements. Permit such withholding without incurring any obligation to pay a late payment penalty if--

(i) A notice conforming to the standards of paragraph (g) of this clause previously has been furnished to the subcontractor; and

(ii) The Contractor furnishes to the Contracting Officer a copy of any notice issued by a Contractor pursuant to paragraph (d)(3)(i) of this clause.

(e) Subcontractor withholding procedures. If a Contractor, after making a request for payment to the Government but before making a payment to a subcontractor for the subcontractor's performance covered by the payment request, discovers that all or a portion of the payment otherwise due such subcontractor is subject to withholding from the subcontractor in accordance with the subcontract agreement, then the Contractor shall--

(1) Subcontractor notice. Furnish to the subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon ascertaining the cause giving rise to a withholding, but prior to the due date for subcontractor payment;

(2) Contracting Officer notice. Furnish to the Contracting Officer, as soon as practicable, a copy of the notice furnished to the subcontractor pursuant to paragraph (e)(1) of this clause;

(3) Subcontractor progress payment reduction. Reduce the subcontractor's progress payment by an amount not to exceed the amount specified in the notice of withholding furnished under paragraph (e)(1) of this clause;

(4) Subsequent subcontractor payment. Pay the subcontractor as soon as practicable after the correction of the identified subcontract performance deficiency, and--

(i) Make such payment within--

(A) Seven days after correction of the identified subcontract performance deficiency (unless the funds therefor must be recovered from the Government because of a reduction under paragraph (e)(5)(i)) of this clause; or

(B) Seven days after the Contractor recovers such funds from the Government; or

(ii) Incur an obligation to pay a late payment interest penalty computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contracts Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty;

(5) Notice to Contracting Officer. Notify the Contracting Officer upon--

(i) Reduction of the amount of any subsequent certified application for payment; or

(ii) Payment to the subcontractor of any withheld amounts of a progress payment, specifying--

(A) The amounts withheld under paragraph (e)(1) of this clause; and

(B) The dates that such withholding began and ended; and

(6) Interest to Government. Be obligated to pay to the Government an amount equal to interest on the withheld payments (computed in the manner provided in 31 U.S.C. 3903(c)(1)), from the 8th day after receipt of the withheld amounts from the Government until--

(i) The day the identified subcontractor performance deficiency is corrected; or

(ii) The date that any subsequent payment is reduced under paragraph (e)(5)(i) of this clause.

(f) Third-party deficiency reports--(1) Withholding from subcontractor. If a Contractor, after making payment to a first-tier subcontractor, receives from a supplier or subcontractor of the first-tier subcontractor (hereafter referred to as a "second-tier subcontractor") a written notice in accordance with section 2 of the Act of August 24, 1935 (40 U.S.C. 270b, Miller Act), asserting a deficiency in such first-tier subcontractor's performance under the contract for which the Contractor may be ultimately liable, and the Contractor determines that all or a portion of future payments otherwise due such first-tier subcontractor is subject to withholding in accordance with the subcontract agreement, the Contractor may, without incurring an obligation to pay an interest penalty under paragraph (e)(6) of this clause--

(i) Furnish to the first-tier subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon making such determination; and

(ii) Withhold from the first-tier subcontractor's next available progress payment or payments an amount not to exceed the amount specified in the notice of withholding furnished under paragraph (f)(1)(i) of this clause.

(2) Subsequent payment or interest charge. As soon as practicable, but not later than 7 days after receipt of satisfactory written notification that the identified subcontract performance deficiency has been corrected, the Contractor shall--

(i) Pay the amount withheld under paragraph (f)(1)(ii) of this clause to such first-tier subcontractor; or

(ii) Incur an obligation to pay a late payment interest penalty to such first-tier subcontractor computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contracts Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(g) Written notice of subcontractor withholding. The Contractor shall issue a written notice of any withholding to a subcontractor (with a copy furnished to the Contracting Officer), specifying--

(1) The amount to be withheld;

(2) The specific causes for the withholding under the terms of the subcontract; and

(3) The remedial actions to be taken by the subcontractor in order to receive payment of the amounts withheld.

(h) Subcontractor payment entitlement. The Contractor may not request payment from the Government of any amount withheld or retained in accordance with paragraph (d) of this clause until such time as the Contractor has determined and certified to the Contracting Officer that the subcontractor is entitled to the payment of such amount.

(i) Prime-subcontractor disputes. A dispute between the Contractor and subcontractor relating to the amount or entitlement of a subcontractor to a payment or a late payment interest penalty under a clause included in the subcontract pursuant to paragraph (c) of this clause does not constitute a dispute to which the Government is a

party. The Government may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

(j) Preservation of prime-subcontractor rights. Except as provided in paragraph (i) of this clause, this clause shall not limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or a subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor or deficient subcontract performance or nonperformance by a subcontractor.

(k) Non-recourse for prime contractor interest penalty. The Contractor's obligation to pay an interest penalty to a subcontractor pursuant to the clauses included in a subcontract under paragraph (c) of this clause shall not be construed to be an obligation of the Government for such interest penalty. A cost-reimbursement claim may not include any amount for reimbursement of such interest penalty.

(l) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(End of clause)

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

United States law will apply to resolve any claim of breach of this contract.

(End of clause)

52.236-2 DIFFERING SITE CONDITIONS (APR 1984)

As prescribed in 36.502, insert the following clause in solicitations and contracts when a fixed-price construction contract or a fixed-price dismantling, demolition, or removal of improvements contract is contemplated and the contract amount is expected to exceed the small purchase limitation. The Contracting Officer may insert the clause in solicitations and contracts when a fixed-price construction or a fixed-price contract for dismantling, demolition, or removal of improvements is contemplated and the contract amount is expected to be within the small purchase limitation.

(a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of

(1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or

(2) unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.

(b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the contract modified in writing accordingly.

(c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.

(d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

(End of clause)

52.236-13 ACCIDENT PREVENTION (NOV 1991)

(a) The Contractor shall provide and maintain work environments and procedures which will

(1) safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities;

(2) avoid interruptions of Government operations and delays in project completion dates; and

(3) control costs in the performance of this contract.

(b) For these purposes on contracts for construction or dismantling, demolition, or removal of improvements, the Contractor shall-

(1) Provide appropriate safety barricades, signs, and signal lights;

(2) Comply with the standards issued by the Secretary of Labor at 29 CFR Part 1926 and 29 CFR Part 1910; and

(3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for the purposes are taken.

(c) If this contract is for construction or dismantling, demolition or removal of improvements with any Department of Defense agency or component, the Contractor shall comply with all pertinent provisions of the latest version of U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, in effect on the date of the solicitation.

(d) Whenever the Contracting Officer becomes aware of any noncompliance with these requirements or any condition which poses a serious or imminent danger to the health or safety of the public or Government personnel, the Contracting Officer shall notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action. This notice, when delivered to the Contractor or the Contractor's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

(e) The Contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.

(End of clause)

52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) Site visits may be arranged during normal duty hours by contacting:

Name: Diane Errico-Topolski

Address: Hop Brook Lake/Stamford Hurricane Barrier

Telephone: (978) 318-8370

(End of provision)

52.243-5 CHANGES AND CHANGED CONDITIONS (APR 1984)

(a) The Contracting Officer may, in writing, order changes in the drawings and specifications within the general scope of the contract.

(b) The Contractor shall promptly notify the Contracting Officer, in writing, of subsurface or latent physical conditions differing materially from those indicated in this contract or unknown unusual physical conditions at the site before proceeding with the work.

(c) If changes under paragraph (a) or conditions under paragraph (b) increase or decrease the cost of, or time required for performing the work, the Contracting Officer shall make an equitable adjustment (see paragraph (d)) upon submittal of a "proposal for adjustment" (hereafter referred to as proposal) by the Contractor before final payment under the contract.

(d) The Contracting Officer shall not make an equitable adjustment under paragraph (b) unless--

(1) The Contractor has submitted and the Contracting Officer has received the required written notice; or

(2) The Contracting Officer waives the requirement for the written notice.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause.

(End of clause)

52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)

(a) Definition. "Work" includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.

(b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general direction of the Contracting Officer and is subject to Government inspection and test at all places and at all

reasonable times before acceptance to ensure strict compliance with the terms of the contract.

(c) Government inspections and tests are for the sole benefit of the Government and do not--

(1) Relieve the Contractor of responsibility for providing adequate quality control measures;

(2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;

(3) Constitute or imply acceptance; or

(4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) of this section.

(d) The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.

(e) The Contractor shall promptly furnish, at no increase in contract price, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

(f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

(g) If the Contractor does not promptly replace or correct rejected work, the Government may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor or (2) terminate for default the Contractor's right to proceed.

(h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

(i) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

(End of clause)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil>

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil>

(End of clause)

252.204-7004 CENTRAL CONTRACTOR REGISTRATION (52.204-7) ALTERNATE A (NOV 2003)

(a) Definitions. As used in this clause--

“Central Contractor Registration (CCR) database” means the primary Government repository for contractor information required for the conduct of business with the Government.

“Commercial and Government Entity (CAGE) code” means--

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an “NCAGE code.”

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

“Registered in the CCR database” means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;

(2) The Contractor's CAGE code is in the CCR database; and

(3) The Government has validated all mandatory data fields and has marked the records "Active."

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number-

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)

(1)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

252.236-7001 CONTRACT DRAWINGS, MAPS, AND SPECIFICATIONS (AUG 2000)

(a) The Government will provide to the Contractor, without charge, one set of contract drawings and specifications, except publications incorporated into the technical provisions by reference, in electronic or paper media as chosen by the Contracting Officer.

(b) The Contractor shall--

(1) Check all drawings furnished immediately upon receipt;

(2) Compare all drawings and verify the figures before laying out the work;

(3) Promptly notify the Contracting Officer of any discrepancies;

(4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and

(5) Reproduce and print contract drawings and specifications as needed.

(c) In general--

(1) Large-scale drawings shall govern small-scale drawings; and

(2) The Contractor shall follow figures marked on drawings in preference to scale measurements.

(d) Omissions from the drawings or specifications or the misdescription of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.

(e) The work shall conform to the specifications and the contract drawings identified on the following index of drawings:

Title	File	Drawing No.
Camel Anchorage Repairs, General Plan		G-1
Camel Anchorage Repairs, General Plan		S-1
Camel Anchorage Repairs, Demolition Plan		S-2
Elevations and Locations of New Camels		S-3
Camel Replacement Sections and Details		S-4

(End of clause)

WAGE DETERMINATION

General Decision Number: CT030001 05/20/2005 CT1

Superseded General Decision Number: CT020001

State: Connecticut

Construction Types: Building, Heavy and Highway

Counties: Fairfield, Litchfield, Middlesex, New Haven,
Tolland and Windham Counties in Connecticut.

BUILDING CONSTRUCTION PROJECTS (Does not include single family
homes and apartments up to and including 4 stories); HEAVY AND
HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	06/13/2003
1	10/31/2003
2	01/23/2004
3	02/06/2004
4	04/09/2004
5	06/04/2004
6	06/11/2004
7	06/18/2004
8	06/25/2004
9	07/02/2004

10	07/09/2004
11	07/23/2004
12	08/06/2004
13	08/20/2004
14	08/27/2004
15	10/22/2004
16	12/03/2004
17	12/24/2004
18	01/21/2005
19	01/28/2005
20	02/11/2005
21	02/25/2005
22	04/08/2005
23	04/29/2005
24	05/20/2005

ASBE0006-007 09/01/2002

	Rates	Fringes
Asbestos Workers/Insulator		
Includes application of		
all insulating materials,		
protective coverings,		
coatings and finishes to		
all types of mechanical		
systems. Also the		
application of		
firestopping material for		
wall openings and		
penetrations in walls,		
floors, ceiling and		
curtain walls.		
LITCHFIELD COUNTY		
Canaan, Colebrook,		
Norfolk, North Canaan,		
Salisbury		
TOLLAND COUNTY		
Somers, Stafford, Union		
WINDHAM COUNTY		
Woodstock.....	\$ 31.76	11.85

ASBE0031-004 09/01/2001

	Rates	Fringes
Asbestos Workers/Insulator		
Includes application of		
all insulating materials,		
protective coverings,		
coatings and finishes to		
all types of mechanical		

systems. Also the application of firestopping material for wall openings and penetrations in walls, floors, ceiling and curtain walls.

WINDHAM COUNTY
Brooklyn, Canterbury,
Killingly, Plainfield,
Pomfret, Putnam, Sterling
and Thompson.....\$ 27.00 8.24

ASBE0033-002 09/01/2004

	Rates	Fringes
Asbestos Workers/Insulator Includes application of all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems. Also the application of firestopping material for wall openings and penetrations in walls, floors, ceilings and curtain walls.		
FAIRFIELD COUNTY LITCHFIELD COUNTY Barkhamsted, Bethlehem, Bridgewater, Cornwall, Goshen, Harwington, Kent, Litchfield, Morris, New Hartford, New Milford, Plymouth, Roxbury, Sharon, Thomaston, Torrington, Warren, Washington, Watertown, Woodbury, Winchester MIDDLESEX AND NEW HAVEN COUNTIES TOLLAND COUNTY Andover, Boton, Columbia, Coventry, Ellington, Hebron, Mansfield, Tolland, Vernon, Willington WINDHAM COUNTY Ashford, Chaplin,		

Eastford, Hampton, Scotland and Windham.....	\$ 30.21	14.90
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ASBE0201-003 10/08/2002

	Rates	Fringes
Hazardous Material Handler Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems.....	\$ 18.25	8.25

BOIL0237-001 10/01/2004

	Rates	Fringes
Boilermaker.....	\$ 29.71	7.71+32%

BRCT0001-002 04/03/2005

	Rates	Fringes
Bricklayer (BUILDING CONSTRUCTION) BRICKLAYERS, CEMENT MASONS, CEMENT FINISHERS, PLASTERERS, STONE MASONS Darien, Greenwich, New Canaan, Norwalk, Ridgefield, Stamford, Westport, Weston and Wilton.	\$ 28.00	16.28

BRCT0001-004 04/03/2005

	Rates	Fringes
Bricklayer (HEAVY & HIGHWAY CONSTRUCTION) BRICKLAYERS, CEMENT MASONS, CEMENT FINISHERS, PLASTERERS AND STONE MASONS.	\$ 28.00	14.60+a

a. PAID HOLIDAY: If an employee works on Christmas Eve until
noon he shall be paid for 8 hours.

BRCT0001-005 04/03/2005

	Rates	Fringes
Bricklayer (BUILDING CONSTRUCTION)		
Remainder of Area.....	\$ 28.00	15.65+a

PAID HOLIDAY: If employee works on Christmas Eve until noon
he shall be paid for 8 hours.

BRCT0001-008 04/03/2005

	Rates	Fringes
Tile Layer.....	\$ 26.55	14.10

BRCT0001-009 04/03/2005

	Rates	Fringes
Marble Setter, Terrazzo Worker.	\$ 27.65	13.95

BRCT0001-010 04/03/2005

	Rates	Fringes
Tile, Marble & Terrazzo Finisher.....	\$ 21.65	12.34

* CARP0024-004 05/02/2005

	Rates	Fringes
Carpenters: (BUILDING CONSTRUCTION)		
LITCHFIELD COUNTY		
Harwinton, Plymouth,		
Thomaston, Watertown		
MIDDLESEX COUNTY		
NEW HAVEN COUNTY		
Beacon Falls, Bethany,		
Branford, Cheshire, East		
Haven, Guilford, Hamden,		
Madison, Meriden,		
Middlebury, Naugatuck, New		
Haven, North Branford,		
North Haven, Orange (east		
of Orange Center Road and		
north of Route 1, and		
north of Route 1 and east		
of the Oyster River),		
Prospect, Southbury,		
Wallingford, Waterbury,		
West Haven, Wolcott,		

Woodbridge
 TOLLAND COUNTY
 Andover, Columbia,
 Coventry, Hebron,
 Mansfield, Union,
 Willington
 WINDHAM COUNTY

Carpenters, Drywall,		
Lathers, Floorlayers,		
Piledrivers.....	\$ 25.15	13.84
Millwrights.....	\$ 25.95	13.84

 * CARP0024-006 05/02/2005

LITCHFIELD COUNTY
 Harwinton, Plymouth, Thomaston, Watertown
 MIDDLESEX COUNTY
 NEW HAVEN COUNTY
 Beacon Falls, Bethany, Branford, Cheshire, East Haven,
 Guilford, Hamden. Madison, Meriden, Middlebury, Naugatuck, New
 Haven, North Branford, North Haven, Orange (east of Orange
 Center Road and north of Route 1, and north of Route 1 and east
 of the Oyster River), Prospect, Southbury, Wallingford,
 Waterbury, West Haven, Wolcott, Woodbridge
 TOLLAND COUNTY
 Andover, Columbia, Coventry, Hebron, Mansfield, Union,
 Willington
 WINDHAM COUNTY

	Rates	Fringes
Carpenters: (HEAVY & HIGHWAY CONSTRUCTION)		
Carpenters, Piledrivers.....	\$ 25.15	13.84
Diver Tenders.....	\$ 25.80	13.84
Divers.....	\$ 33.61	13.84

 * CARP0043-002 05/02/2005

	Rates	Fringes
Carpenters: (BUILDING CONSTRUCTION)		
TOLLAND COUNTY		
Bolton, Ellington, Somers,		
Tolland, Vernon		
CARPENTERS, LATHERS, PILEDRIERS, RESILIENT FLOOR LAYERS.....	\$ 25.15	13.84
TOLLAND COUNTY		
Bolton, Ellington, Somers,		

Tolland, Vernon

MILLWRIGHTS.....	\$ 25.95	13.84
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* CARP0043-004 05/02/2005

	Rates	Fringes
Carpenters: (HEAVY & HIGHWAY CONSTRUCTION:		
TOLLAND COUNTY		
Bolton, Ellington, Somers, Tolland, Vernon)		
CARPENTERS, PILEDRIVERS.....	\$ 25.15	13.84+a
DIVER TENDERS.....	\$ 25.80	13.84+a
DIVERS.....	\$ 33.61	13.84+a

a. PAID HOLIDAYS: Memorial Day, Independence Day, Labor Day, provided the employee works 3 days during the week of the holiday and the working day before and after the holiday, if scheduled.

* CARP0210-001 05/02/2005

	Rates	Fringes
Carpenters: (CARPENTERS, LATHERS, MILLWRIGHTS, PILEDRIVERS, RESILIENT FLOOR LAYERS (BUILDING CONSTRUCTION))		
CARPENTERS. LATHERS, FLOORLAYERS AND PILEDRIVERS.	\$ 25.15	13.84
MILLWRIGHTS.....	\$ 25.90	13.84
FAIRFIELD COUNTY		
Bethel, Bridgeport, Brookfield, Danbury, Darien, Easton, Fairfield, Greenwich, Monroe, New Canaan, New Fairfield, Newtown, Norwalk, Redding, Ridgefield, Shelton, Sherman, Stamford, Stratford, Trumbull, Weston, Westport, Wilton;		
LITCHFIELD COUNTY		
Barkhamstead, Bethlehem, Bridgewater, Canaan, Colebrook, Cornwall, Goshen, Kent, Litchfield, Morris, New Hartford, New Milford, Norfolk, North Canaan, Roxbury, Salisbury, Sharon, Torrington, Warren, Washington, Winchester, Woodbury;		
NEW HAVEN		
Ansonia, Derby, Milford, Orange (west of Orange Center Road and south of Route 1 and west of the Oyster River), Oxford, Seymour;		

* CARP0210-002 05/02/2005

Rates	Fringes
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Carpenters: (HEAVY & HIGHWAY
CONSTRUCTION)

CARPENTERS, PILEDRIVERS.....	\$ 25.15	13.84
DIVER TENDERS.....	\$ 25.80	13.84
DIVERS.....	\$ 33.61	13.84

FAIRFIELD COUNTY

Bethel, Bridgeport, Brookfield, Danbury, Darien, Easton,
Fairfield, Greenwich, Monroe, New Canaan, New Fairfield,
Newtown, Norwalk, Redding, Ridgefield, Shelton, Sherman,
Stamford, Stratford, Trumbull, Weston, Westport, Wilton;

LITCHFIELD COUNTY

Barkhamstead, Bethlehem, Bridgewater, Canaan, Colebrook,
Cornwall, Goshen, Kent, Litchfield, Morris, New Hartford, New
Milford, Norfolk, North Canaan, Roxbury, Salisbury, Sharon,
Torrington, Warren, Washington, Winchester, Woodbury;

NEW HAVEN COUNTY

Ansonia, Derby, Milford, Orange (west of Orange Center Road
and south of Route 1 and west of the Oyster River), Oxford,
Seymour;

ELEC0003-002 05/06/2004

	Rates	Fringes
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Electricians: (Including
Teledata)

FAIRFIELD COUNTY

Darien, Greenwich, New

Canaan, Stamford.....	\$ 38.75	23.65
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ELEC0035-001 07/12/2004

	Rates	Fringes
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Electricians:

MIDDLESEX COUNTY

(Cromwell, Middlefield,
Middleton and Portland);

TOLLAND COUNTY; WINDHAM

COUNTY.....	\$ 30.50	15.38
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ELEC0042-001 09/02/2001

	Rates	Fringes
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Line Construction:

(Including Traffic Control,
Illumination, Maintenance and
Railroad Construction)

Driver Groundmen.....	\$ 21.86	8.70+6.5%
Groundmen.....	\$ 16.03	8.70+6.5%
Heavy Equipment Operators...	\$ 26.24	8.70+6.5%
Linemen, Cable Splicers,		

Dynamite Men.....	\$ 29.15	8.70+6.5%
Material Men, Tractor		
Trailer Drivers, Equipment		
Operators.....	\$ 24.78	8.70+6.5%

* ELEC0090-002 07/08/2004

	Rates	Fringes
Electricians:.....	\$ 30.40	15.08
LITCHFIELD COUNTY		
Plymouth Township;		
MIIDDLESEX COUNTY		
Chester, Clinton, Deep River, Durham, East Haddam, East		
Hampton, Essex, Haddam, Killingworth, Old Saybrook, Westbrook;		
NEW HAVEN COUNTY		
All Townships excluding Beacon Falls, Middlebury, Milford,		
Naugatuck, Oxford, Prospect, Seymour, Southbury, Waterbury and		
Wolcott.		

ELEC0208-001 06/01/2004

	Rates	Fringes
Electricians:		
FAIRFIELD COUNTY		
Norwalk (Remainder of		
Area), Weston, Westport,		
Wilton.....	\$ 31.05	14.39

ELEC0488-002 06/01/2004

	Rates	Fringes
Electricians:.....	\$ 31.05	14.39
FAIRFIELD COUNTY		
Bethel, Bridgeport, Brookfield, Danbury, Easton, Fairfield,		
Monroe, New Fairfield, Newtown, Redding, Ridgefield, Shelton,		
Sherman, Stratford, Trumbull;		
LITCHFIELD COUNTY		
Except Plymouth;		
NEW HAVEN COUNTY		
Beacon Falls, Middlebury, Milford, Naugatuck, Oxford,		
Prospect, Seymour, Southbury, Waterbury and Wolcott		

ELEV0091-001 01/01/2005

	Rates	Fringes
Elevator Mechanic.....	\$ 36.545	12.015+a+b

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, plus the

Friday after Thanksgiving.

b. VACATION: Employer contributes 8% of basic hourly rate for 5 years or more of service or 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.

 ENGI0478-001 04/03/2005

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 31.30	12.95+a
GROUP 2.....	\$ 31.01	12.95+a
GROUP 3.....	\$ 30.33	12.95+a
GROUP 4.....	\$ 29.97	12.95+a
GROUP 5.....	\$ 29.43	12.95+a
GROUP 6.....	\$ 29.15	12.95+a
GROUP 7.....	\$ 28.83	12.95+a
GROUP 8.....	\$ 28.47	12.95+a
GROUP 9.....	\$ 28.07	12.95+a
GROUP 10.....	\$ 27.54	12.95+a
GROUP 11.....	\$ 26.20	12.95+a
GROUP 12.....	\$ 26.13	12.95+a
GROUP 13.....	\$ 25.73	12.95+a
GROUP 14.....	\$ 25.60	12.95+a
GROUP 15.....	\$ 25.32	12.95+a
GROUP 16.....	\$ 24.55	12.95+a
GROUP 17.....	\$ 24.18	12.95+a
GROUP 18.....	\$ 23.58	12.95+a

Hazardous waste premium \$1.50 per hour over classified rate.

Crane with boom, including jib, 150 feet - \$.75 extra.
 Crane with boom, including jib, 200 feet - \$1.25 extra.
 Crane with boom, including jib, 250 feet - \$2.50 extra.
 Crane with boom, including jib, 300 feet - \$3.50 extra.
 Crane with boom, including jib, 400 feet - \$4.00 extra
 Crane with boom, including jib, 500 feet - \$5.00 extra.

a. PAID HOLIDAYS: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, provided the employee works 3 days during the week in which the holiday falls, if scheduled, and if scheduled, the working day before and the working day after the holiday.

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Crane handling or erecting structural steel or stone, hoisting engineer (2 drums or over), front end loader (7 cubic yards or over), work boat 26 ft. and over.

GROUP 2: Cranes (100 ton capacity & over), backhoe over 2

cubic yards, piledriver (\$3.00 premium when operator controls hammer).

GROUP 3: Backhoe, cranes (under 100 ton rated capacity), gradall, master mechanic, hoisting engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power or operation) rubber tire backhoe (drott 1085 or similar).

GROUP 4: Trenching machines, lighter derrick, concrete finishing machine, CMI machine or similar, Koehring Loader (skooter).

GROUP 5: Specialty railroad equipment, asphalt spreader, asphalt reclaiming machine, line grider, concrete pumps, drills with self contained power units, boring machine, post hole digger, auger, pounder, well digger, milling machine (over 24' mandrel), side boom, combination hoe and loader, directional driller, grader.

GROUP 6: Front end loader (3 cu. yds. up to 7 cu. yards), bulldozer.

GROUP 7: Asphalt roller, concrete saws and cutters (ride on types), Vermeer concrete cutter, stump grinder, scraper, snooper, skidder, milling machine (24" and under Mandrel).

GROUP 8: Mechanic, grease truck operator, hydoblaster, barrier mover, power stone spreader, welder, work boat under 26 ft. transfer machine.

GROUP 9: Front end loader (under 3 cubic yards), skid steer loader (regardless of attachments), bobcat or similar, forklift, power chipper, landscape equipment (including hydroseeder).

GROUP 10: Vibratory hammer, ice machine, diesel & air, hammer, etc.

GROUP 11: Conveyor, earth roller, power pavement breaker (whiphammer), robot demolition equipment.

GROUP 12: Wellpoint operator.

GROUP 13: Portable asphalt plant operator, portable concrete plant operator, portable crusher plant operator.

GROUP 14: Compressor battery operator.

GROUP 15: Power Safety boat, Vacuum truck, Zim mixer, Sweeper.

GROUP 16: Elevator operator, tow motoroperator (solid tire no

rough terrain).

GROUP 17: Generator operator, compressor operator, pump operator, welding machine operator.

GROUP 18: Maintenance engineer.

IRON0015-001 07/05/2004

	Rates	Fringes
Ironworkers: (Ornamental, Reinforcing, Structural and Precast Concrete Erection).....	\$ 30.05	17.51+a

PAID HOLIDAY: Christmas Eve is a paid holiday, provided the employee has been on the employers payroll for the five consecutive days prior to Christmas Eve.

LABO0056-001 04/01/2005

	Rates	Fringes
Laborers: (BUILDING CONSTRUCTION)		
GROUP 1.....	\$ 22.00	10.90
GROUP 2.....	\$ 22.25	10.90
GROUP 3.....	\$ 22.50	10.90
GROUP 4.....	\$ 22.85	10.90
GROUP 5.....	\$ 22.75	10.90
GROUP 6.....	\$ 25.00	10.90
GROUP 7.....	\$ 23.00	10.90
GROUP 8.....	\$ 22.50	10.90
GROUP 9.....	\$ 22.00	10.90

LABORERS CLASSIFICATIONS

GROUP 1: Laborers, carpenter tenders, wrecking laborers, fire watchers.

GROUP 2: Mortar mixers, pipelayers (the pipelayer rate shall apply only to one or two employees of the total crew whose primary task is to actually perform the mating of pipe sections) plaster tenders, power buggy operators, powdermen, fireproofers/mixer/nozzleman.

GROUP 3: Jackhammer operators, mason tenders.

GROUP 4: Licensed Pipelayers P6-P7 license (the pipelayer rate shall apply only to the one or two employees of the total crew whose primary task is to actually perform the mating of pipe sections).

GROUP 5: Air track operators, Sand blasters.

GROUP 6: Nuclear toxic waste removers, blasters.

GROUP 7: Asbestos removal and encapsulation (except its removal from mechanical systems which are not to be scrapped).

GROUP 8: Bottom men on open air caisson, cylindrical work and boring crew.

GROUP 9: Top men on open air caisson, cylindrical work and boring crew.

LABO0056-003 04/01/2005

	Rates	Fringes
Laborers: (HEAVY & HIGHWAY CONSTRUCTION)		
GROUP 1.....	\$ 22.00	10.90
GROUP 2.....	\$ 22.25	10.90
GROUP 3.....	\$ 22.35	10.90
GROUP 4.....	\$ 22.50	10.90
GROUP 5.....	\$ 24.00	10.90
GROUP 6.....	\$ 23.75	10.90
GROUP 7.....	\$ 25.00	10.90
GROUP 8.....	\$ 15.00	10.90
LABORERS CLASSIFICATIONS		

GROUP 1: Laborers (Unskilled).

GROUP 2: Chain saw operators, fence and guard rail erectors, pneumatic tool operators and powdermen.

GROUP 3: Pipelayers.

GROUP 4: Jackhammer/Pavement breaker (handheld), mason tenders/catch basin builders, asphalt rakers, air track operators, block pavers and curb setters.

GROUP 5: Toxic waste remover (non-mechanical systems).

GROUP 6: Blasters.

GROUP 7: Asbestos Removal, non-mechanical systems (does not include leaded joint pipe).

GROUP 8: Traffic control signalmen.

LABO0056-004 04/03/2005

	Rates	Fringes
Laborers: (TUNNEL CONSTRUCTION)		

CLEANING, CONCRETE AND		
CAULKING TUNNEL:		
Concrete Workers, Form		
Movers and Strippers.....\$ 25.45		10.90+a
CLEANING, CONCRETE AND		
CAULKING TUNNEL:		
Form Erectors.....\$ 25.725		10.90+a
ROCK SHAFT, CONCRETE,		
LINING OF SAME AND TUNNEL		
IN FREE AIR:		
Brakemen, Trackmen, Tunnel		
Laborers, Shaft Laborers....\$ 25.45		10.90+a
ROCK SHAFT, CONCRETE,		
LINING OF SAME AND TUNNEL		
IN FREE AIR:		
Laborers Topside, Cage		
Tenders, Bellman.....\$ 25.35		10.90+a
ROCK SHAFT, CONCRETE,		
LINING OF SAME AND TUNNEL		
IN FREE AIR:		
Miners.....\$ 26.25		10.90+a
SHIELD DRIVE AND LINER		
PLATE TUNNELS IN FREE AIR:		
Brakemen and Trackmen...\$ 25.45		10.90+a
SHIELD DRIVE AND LINER		
PLATE TUNNELS IN FREE AIR:		
Miners, Motormen, Mucking		
Machine Operators,		
Nozzlemen, Grout Men,		
Shaft and		
Tunnel, Steel and Rodmen,		
Shield and Erector, Arm		
Operator, Cable Tenders.....\$ 26.25		10.90+a
TUNNELS, CAISSON AND		
CYLINDER WORK IN		
COMPRESSED AIR:		
Brakemen, Trackmen,		
Groutman, Laborers,		
outside lock tender, gauge		
tenders.....\$ 31.53		10.90+a
TUNNELS, CAISSON AND		
CYLINDER WORK IN		
COMPRESSED AIR:		
Change House attendants,		
powder watchmen, Top on		
Iron Bolts.....\$ 29.87		10.90+a
TUNNELS, CAISSON AND		
CYLINDER WORK IN		
COMPRESSED AIR:		
Mucking Mahine Operator.....\$ 32.20		10.90+a

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

 PAIN0011-001 12/01/2004

	Rates	Fringes
Painters: (NEW HAVEN AREA)		
Blast and Spray.....	\$ 27.22	11.00
Brush and Roll.....	\$ 24.22	11.00
Paperhanger.....	\$ 24.72	11.00
Red Label.....	\$ 24.72	11.00
Tanks, Towers, Swing.....	\$ 26.22	11.00
Taper.....	\$ 24.97	11.00
Painters: (STAMFORD AREA)		
Blast and Spray.....	\$ 27.22	11.00
Brush and Roll.....	\$ 24.22	11.00
Paperhanger.....	\$ 24.72	11.00
Red Label.....	\$ 24.72	11.00
Tanks. Towers, Swing.....	\$ 26.22	11.00
Taper.....	\$ 24.97	11.00

PAIN0011-003 07/01/2004

	Rates	Fringes
Painters: (BRIDGE CONSTRUCTION)		
Brush, Roller, Blasting (Sand, Water, etc.) Spray...	\$ 32.45	11.20

PAIN0011-010 06/01/2004

	Rates	Fringes
Glazier.....	\$ 27.48	11.00+a

a. PAID HOLIDAYS: Labor Day and Christmas Day.

PLUM0777-001 08/01/2004

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 29.27	15.76
LITCHFIELD COUNTY		
Bantam, Barkhamstead, Bethlehem, Colebrook, Cornwall, Goshen, Harwinton, Kent, Lakeville, Litchfield, Morris, New Hartford, New Preston, Norfolk, North Canaan, Northfield, Plymouth (including Terryville), Roxbury, Salisbury, Sharon, Thomaston, Torrington, Warren, Washington, Watertown, Winchester, Winstead, Woodbury		
MIDDLESEX COUNTY		
Chester, Clinton, Cromwell, Deep River, Durham, East Haddam, East Hampton, Essex, Haddam, Ivoryton, Killingworth, Middlefield, Middletown, Old Saybrook, Portland, Saybrook, Westbrook		

NEW HAVEN COUNTY

Ansonia, Beacon Falls, Bethany, Branford, Cheshire, Derby,
 East Haven, Guilford, Hamden, Madison, Meriden, Middlebury,
 Naugatuck, New Haven, North Branford, North Haven, Orange,
 Oxford, Prospect, Seymour, South Britain, Southbury,
 Wallingford, Waterbury, West Haven, Wolcott, Woodbridge

TOLLAND COUNTY

Andover, Bolton, Columbia, Coventry, Ellington, Hebron,
 Mansfield, Somers, Stafford, Stafford Springs, Storrs,
 Tolland, Union, Vernon, Wellington

WINDHAM COUNTY

Ashford, Brooklyn, Canterbury, Chaplin, Eastford, Hampton,
 Killingly, Plainfield, Pomfret, Putnam, Scotland, Sterling,
 Thompson, Woodstock

 PLUM0777-002 08/01/2004

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 29.27	15.76

FAIRFIELD COUNTY

Bethel, Bridgeport, Brookfield, Danbury, Darien, Easton,
 Fairfield, Georgetown, Greenwich, Monroe, New Canaan, New
 Fairfield, Newtown, Norwalk, Redding, Ridgefield, Shelton,
 Sherman, Stamford, Stratford, Trumbull, Weston, Westport,
 Wilton

LITCHFIELD COUNTY

Bridgewater and New Milford

NEW HAVEN COUNTY

Milford

 * ROOF0009-001 01/01/2005

	Rates	Fringes
Roofers:		
Composition.....	\$ 25.44	11.26
Slate and Tile.....	\$ 25.94	11.26

LITCHFIELD COUNTY

Barkhamstead, Canaan, Colebrook, Cornwall, Goshen, Harwington,
 Litchfield, New Hartford, Norfolk, North Canaan, Salisbury,
 Sharon, Torrington, Winchester

MIDDLESEX COUNTY

NEW HAVEN COUNTY

Cheshire, Meriden, Wallingford, Wolcott

TOLLAND COUNTY

WINDHAM COUNTY

 ROOF0012-001 06/01/2004

	Rates	Fringes
Roofers:		

Cole Tar Pitch.....	\$ 29.40	9.45+a
Slate, Tile, Composition, Shingles, Single Ply and Damp/Waterproofing.....	\$ 27.90	9.45+a

FAIRFIELD COUNTY;

LITCHFIELD COUNTY

Bethlehem, Bridgewater, Kent, Morris, New Milford, Roxbury,
Thomaston, Warren, Washington, Watertown, Woodbury

NEW HAVEN COUNTY

Ansonia, Beacon Falls, Bethany, Branford, Derby, East Haven,
Guilford, Hamden, Madison, Middlebury, Milford, Naugatuck,
New Haven, North Branford, North Haven, Orange, Oxford,
Prospect, Seymour, Southbury, Union City, Waterbury, West
Haven, Woodbridge

a. PAID HOLIDAYS: July 4th, Labor Day and Christmas Day
provided the employee is employed 15 days prior to the
holiday.

SFCT0676-001 04/01/2005

	Rates	Fringes
Sprinkler Fitter.....	\$ 32.70	12.70+a

a. PAID HOLIDAYS: Memorial Day, July 4th, Labor Day,
Thanksgiving Day and Christmas Day, provided the employee
has been in the employment of a contractor 20 working days
prior to any such paid holiday.

SHEE0038-002 07/01/2004

	Rates	Fringes
Sheet Metal Worker Fairfield and Litchfield Counties.....	\$ 34.72	20.27

SHEE0040-001 07/01/2004

	Rates	Fringes
Sheet Metal Worker Middlesex, New Haven, Tolland and Windham Counties.....	\$ 28.04	19.58

TEAM0064-001 03/26/2004

	Rates	Fringes
Truck drivers: 2 Axle.....	\$ 23.68	8.86+a

3 Axle Ready Mix.....	\$ 23.83	8.86+a
3 Axle, 2 Axle Ready Mix....	\$ 23.78	8.86+a
4 Axle Ready Mix, Specialized Earth Moving Equipment (Other Than Conventional Type on-the- Road Trucks and Semi- Trailers, Including Euclids)	\$ 23.93	8.86+a
4 Axle, Heavy Duty Trailer up to 40 tons.....	\$ 23.88	8.86+a
Heavy Duty Trailer 40 Tons and Over.....	\$ 24.13	8.86+a

Hazardous waste removal work receives additional \$1.25 per hour.

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and Good Friday, provided the employee has at least 31 days service and works the last scheduled day before and the first scheduled day after the holiday.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations

Wage and Hour Division

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION